



## SUGGESTED ORDER OF BUSINESS

### REGULAR MEETING, GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT Room 214 SOUTHWESTERN COLLEGE

DAVID J. AGOSTO, GOVERNING BOARD PRESIDENT  
JEAN ROESCH, ED.D, GOVERNING BOARD VICE PRESIDENT  
JORGE DOMINGUEZ, PH.D., GOVERNING BOARD MEMBER  
YOLANDA SALCIDO., 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, August 13, 2008

#### 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.

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
<b>Call to Order</b>	<b>1. CALL TO ORDER</b> (Agosto) 6:00 p.m., Building 210, 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.
<b>Announcement Closed Session Agenda</b>	<b>2. ANNOUNCEMENT OF CLOSED SESSION AGENDA</b> (Agosto) 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. PUBLIC EMPLOYMENT Title: Academic Teaching Position Government Code Section 54957  2B. CONFERENCE WITH LABOR NEGOTIATOR Negotiator: Michael Kerns Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials Government Code Section 54957.6  2C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957

	ITEM								
<b>Closed Session</b>	<b>3. ADJOURN TO CLOSED SESSION</b> (Agosto) Building 100, Conference Room A								
<b>Reconvene in Open Session</b>	<b>4. RECONVENE IN OPEN SESSION</b> (Agosto)  Room 214  Present:  Absent:								
<b>Pledge of Allegiance</b>	<b>5. PLEDGE OF ALLEGIANCE</b> (Agosto)								
<b>Closed Session Announcement</b>	<b>6. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (If applicable)</b> (Agosto)								
<b>Action</b>	<b>7. APPROVAL OF MINUTES (ENCLOSURE)</b> (Chopra)								
		Agosto	Dominguez	Roesch	Salcido	Valladolid			Diaz-Student Advisory Vote
<b>Presentation(s)</b>	<b>8. PRESENTATION(S)</b> (Kerns) <u>EMPLOYEE OF THE QUARTER OCTOBER – DECEMBER 2008</u>  Beverly DeLara, Admissions & Records Assistant  Presenters: Jackie Osborne, Director of Human Resources; Teresa Alvarez, Admissions & Records Supervisor; Wanda Maxwell, Classified Senate President; Michael Selby, CSEA President								
<b>Oral Communication</b>	<b>9. ORAL COMMUNICATION</b> (Agosto) 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."								
<b>Public Hearing</b>	<b>10. DISTRICT'S REQUEST TO NEGOTIATE</b> (Kerns) Public Hearing on the Southwestern Community College District's initial proposal for negotiation of California School Employees' Association (CSEA) successor bargaining agreement. [Government Code Section 3547(a)]. The District wishes to open all articles of the <u>2006-2008 CSEA Contract</u> for review.								

	ITEM																																				
Action	11. APPROVE CONSENT CALENDAR (ITEMS A THROUGH I)																																				
		Agosto		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote																									
	Adoption of the Consent Calendar will be made by one motion and second of the Board and by a unanimous vote.																																				
	11A. RATIFY/APPROVE FACILITY USE REQUEST(S) (Beasley/Wilson)																																				
	<table><tr><td>Organization</td><td>Facility Requested</td><td>Purpose</td><td>Date</td><td>Total Charge</td></tr><tr><td>Department of Motor Vehicles- State of California/ Delegated Testing Office</td><td>Rooms 7201A/B, 7202, 7214, 7215 at the HEC, National City</td><td>Motor Vehicle Field Representative Examination</td><td>7/26/08</td><td>\$1,150.</td></tr><tr><td>San Diego Pop Warner</td><td>DeVore Stadium</td><td>Coaches Clinic</td><td>6/29/08</td><td>No cost to District</td></tr><tr><td>Regents of the University of California</td><td>Room 751</td><td>Safe Pest Control Workshop</td><td>7/26/08</td><td>\$455.</td></tr><tr><td>Saint Augustine Catholic High School</td><td>DeVore Stadium/Team Rooms</td><td>Football Game</td><td>11/7/08</td><td>\$1,695.</td></tr></table>												Organization	Facility Requested	Purpose	Date	Total Charge	Department of Motor Vehicles- State of California/ Delegated Testing Office	Rooms 7201A/B, 7202, 7214, 7215 at the HEC, National City	Motor Vehicle Field Representative Examination	7/26/08	\$1,150.	San Diego Pop Warner	DeVore Stadium	Coaches Clinic	6/29/08	No cost to District	Regents of the University of California	Room 751	Safe Pest Control Workshop	7/26/08	\$455.	Saint Augustine Catholic High School	DeVore Stadium/Team Rooms	Football Game	11/7/08	\$1,695.
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11B. RATIFY/APPROVE TRAVEL ADVANCE REQUESTS (Beasley/Sampson)																																					
<table><tr><td>Employee</td><td>Purpose</td><td>Date</td><td>Cost</td></tr><tr><td>Orozco, Alejandro</td><td>28<sup>th</sup> Annual International Conference on Critical Thinking, Berkeley, CA</td><td>7/21-24/08</td><td>\$505.</td></tr></table>												Employee	Purpose	Date	Cost	Orozco, Alejandro	28 <sup>th</sup> Annual International Conference on Critical Thinking, Berkeley, CA	7/21-24/08	\$505.																		
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11C. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)																																					
<table><tr><td>Department</td><td>Consultant</td><td>Purpose</td><td>Date</td><td>Fee</td></tr><tr><td>(Chopra/Axsom) Small Business Development &amp; International Trade Center</td><td>Tunstall, William</td><td>Consultant will assist in serving the clients of the SBDITC in the areas of Manufacturing</td><td>8/14/08– 6/30/09</td><td>Not to exceed \$2,999</td></tr><tr><td>(Chopra/Arnold) Arts &amp; Communication</td><td>Imani, Mutima</td><td>Professional consultant for Dean and Chairs' one-day retreat in the School of Arts and Communication</td><td>8/14/08</td><td>Not to exceed \$1,000</td></tr></table>												Department	Consultant	Purpose	Date	Fee	(Chopra/Axsom) Small Business Development & International Trade Center	Tunstall, William	Consultant will assist in serving the clients of the SBDITC in the areas of Manufacturing	8/14/08– 6/30/09	Not to exceed \$2,999	(Chopra/Arnold) Arts & Communication	Imani, Mutima	Professional consultant for Dean and Chairs' one-day retreat in the School of Arts and Communication	8/14/08	Not to exceed \$1,000											
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ITEM					
Department	Consultant	Purpose	Date	Fee	
(Sandoval)	Soroptimist International of Coronado	Group mentoring and/or workshops offered to Women's Resource Center and Center for Technical Education and Career Success to assist target groups with essay writing for scholarships and job applications. (Agreement No. A2486.08)	8/14/08-6/30/09	No cost to District	
11D. <u>RATIFY FILING OF APPLICATION(S) TO MEET FILING DEADLINE(S)</u>					
Approval of filing of applications as listed below:					
(Chopra/Gilstrap)	Department of Housing and Urban Development "Entrepreneurial Training for Home-Based Childcare Businesses" in the amount of \$600,000, October 1, 2008 through September 30, 2011.				
	Chancellor's Office of the California Community Colleges, "Mathematics, Engineering, Science Achievement (MESA) Program," for categorical funding in the amount of \$73,033, July 1, 2008 through June 30, 2009, inclusive.				
11E. <u>RATIFY/APPROVE ACCEPTANCE OF FUNDS</u>					
Ratification/approval for acceptance of funds as listed below:					
(Chopra/Gilstrap)	City of San Diego, "Community Development Block Grant (CDBG) Micro-Enterprise Assistance," in the amount of \$30,000, July 1, 2008 through June 30, 2009. The application was approved by the Governing Board on March 12, 2008.				
	U.S. Small Business Administration, "Small Business Development Center (SBDC) Network San Diego/Imperial Counties," budget augmentation in the amount of \$78,631, January 1, 2008 through December 31, 2008. The augmented application was approved by the Governing Board on July 9, 2008.				
	Del Mar College, "National Geospatial Technology Center," subcontract in the amount of \$41,978 (year one), September 1, 2008 through August 31, 2009. The college was awarded a multi-year subcontract (September 1, 2008 through August 31, 2012) in the amount of \$190,664. The application was approved by the Governing Board on November 14, 2007.				
(Sandoval)	Soroptimist International Coronado will donate \$4,000 to the Southwestern College Women's Studies Trust. The funds will supply gift cards to cover emergency needs in the areas of transportation, childcare, food, textbooks and supplies. The amount of all gift card awards is anticipated to range from not less than \$25 to a maximum of \$100. Funds to be deposited into Account No. 8-29518-692730-00.				

**ITEM**

11F. AWARD OF DEGREES  
(Sandoval)

Award degrees to candidates meeting graduation requirements at the close of spring semester 2008:

Spring 2008	Associate in Arts	433
	Associate in Science	170
	Certificate of Achievement	<u>194</u>

Grand Total	797
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11G. CHANGE NOTICE NO. 1 WITH NORTHROP GRUMMAN (ENCLOSURE)  
(Chopra/Axsom)

Approve Change Notice No. 1 to Agreement No. AR2209.07 with Northrop Grumman Space & Mission Systems, Corp., for the Mentor Protégé Project with SenarioTek, which reduces the total contract value to reflect actual expenses of \$8,972.77 and closes the contract as of August 14, 2008. Original contract was approved by the Governing Board on October 10, 2007.

11H. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)  
(Beasley/Wilson)

General Fund Nos. 88423 – 89109  
Blanket Fund Nos. B1369 – B1387

11I. PAYMENT OF BILLS – JUNE 1-30, 2008 (ENCLOSURE)  
(Beasley/Sampson)

	ITEM										
Action	12. HUMAN RESOURCES – ACADEMIC (ITEMS A THROUGH D)										
	(Kerns)										
		Agosto		Dominguez		Roesch		Salcido		Valladolid	
	12A. EMPLOYMENT OF ACADEMIC ADMINISTRATORS (ENCLOSURE)										
	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>				
	Mark Meadows, Ph.D.	Vice President for Academic Affairs	Academic Affairs	12	A/4 + \$2,000 Annual Doctorate stipend	\$11,278.66 (includes Doctorate stipend)	9/15/08				
	Devin Price	Interim Director, EMT/Paramedic Program, (Temporary, one-year replacement for the 2008-09 academic year only)	Higher Education Center at Otay Mesa	12	Q/8	\$6,400	8/14/08 – 6/30/09				
	12B. EMPLOYMENT OF FACULTY (ENCLOSURE)										
	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>				
	Denise Kohler	Assistant Professor of Nursing (Tenure track position)	Higher Education Center at Otay Mesa	10	*1/1	\$4,805.80	8/14/08				
	Luis Osuna, M.D.	Assistant Professor of Office Information Systems (Medical Assistant-Administrative and Clinical (Bilingual) (Tenure track position)	School of Business & Information Systems	10	*1/1	\$4,805.80	8/14/08				
	Nghiep Quan	Assistant Professor of Mathematics (Tenure track position)	School of Mathematics, Science & Engineering	10	*1/1	\$4,805.80	8/14/08				

EmployeePositionDepartmentMonths of Service

Range/  
Step

Monthly  
Salary

Effective  
Date

8/14/08 –  
5/22/09

## 12C. CHANGE IN CONTRACT SERVICE

Employee  
Terry Davis

## Position

Months/Service

Range/Step

Monthly Salary

Director of Athletics

School of Health, Exercise Science  
& Athletics

12 Months

Range F/Step 8

**\$10,389/Monthly**

(Academic Administrator Salary Schedule)

## Position

Months/Service

Range/Step

To

Monthly Salary

Dean

School of Health, Exercise Science  
& Athletics

12 Months

Range C/Step 8

**\$11,651/Monthly**

(Academic Administrator Salary Schedule)

12D. HUMAN RESOURCES ACADEMIC TRANSACTIONS (ENCLOSURE)

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

ITEM																												
Action	13. HUMAN RESOURCES – CLASSIFIED (ITEMS A THROUGH F) (Kerns)																											
	<table><tr><td>Agosto</td><td>Dominguez</td><td>Roesch</td><td>Salcido</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote																					
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<u>Position</u>	<u>Department</u>	<u>Months of Service</u>	<u>Range/ Step</u>	<u>Monthly Salary</u>	<u>Effective Date</u>																							
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Ruben Ronquillo	Electrician (New)	Maintenance	12 (75% / .75 FTE)	24/1	\$2,987.25	8/14/08																						
13B. ESTABLISHMENT OF CLASSIFIED BARGAINING UNIT CLASSIFICATION																												
Recommend establishment of the classified bargaining unit classification as listed below:																												
<u>Position</u>	<table><tr><td><u>Department</u></td><td><u>Range</u></td><td><u>Months of Service</u></td><td><u>Monthly Salary</u></td></tr><tr><td>Campus Police Corporal</td><td>Campus Police 26</td><td>12</td><td>\$4,185</td></tr></table>	<u>Department</u>	<u>Range</u>	<u>Months of Service</u>	<u>Monthly Salary</u>	Campus Police Corporal	Campus Police 26	12	\$4,185																			
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Campus Police Corporal	Campus Police 26	12	\$4,185																									
13C. CHANGE IN PERSONNEL CLASSIFICATION																												
Recommend approval of listed change in classification effective August 14, 2008. Change in classification will not affect salary placement.																												
<u>Employee</u>	<table><tr><td><u>Position</u></td><td><u>Months/Service</u></td><td><u>Range/Step</u></td><td><u>Monthly Salary</u></td><td><u>To</u></td><td><u>Position</u></td><td><u>Months/Service</u></td><td><u>Range/Step</u></td><td><u>Monthly Salary</u></td></tr><tr><td>Torrance Carrington</td><td>Campus Police Sergeant</td><td>12 Months</td><td>*Range 30/Step 6 \$5,620/Monthly</td><td></td><td>Campus Police Corporal</td><td>12 Months</td><td>*Range 30/Step 6 \$5,620/Monthly</td><td></td></tr></table>	<u>Position</u>	<u>Months/Service</u>	<u>Range/Step</u>	<u>Monthly Salary</u>	<u>To</u>	<u>Position</u>	<u>Months/Service</u>	<u>Range/Step</u>	<u>Monthly Salary</u>	Torrance Carrington	Campus Police Sergeant	12 Months	*Range 30/Step 6 \$5,620/Monthly		Campus Police Corporal	12 Months	*Range 30/Step 6 \$5,620/Monthly										
<u>Position</u>	<u>Months/Service</u>	<u>Range/Step</u>	<u>Monthly Salary</u>	<u>To</u>	<u>Position</u>	<u>Months/Service</u>	<u>Range/Step</u>	<u>Monthly Salary</u>																				
Torrance Carrington	Campus Police Sergeant	12 Months	*Range 30/Step 6 \$5,620/Monthly		Campus Police Corporal	12 Months	*Range 30/Step 6 \$5,620/Monthly																					
*Includes 3 Ranges for Educational Incentive Program and 1 Range for Longevity																												



**ITEM**

13D. TEMPORARY CHANGE IN PERSONNEL STATUS

Recommend approval of the following temporary additional duties and compensation, effective as indicated. Temporary appointment shall continue based upon business necessity and is subject to amendments and termination at the discretion of the Superintendent/President.

<u>Employee</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Laura Sales	Accountant 12 months *Range 36/Step 6 \$6,518/monthly (Classified Bargaining Unit Salary Schedule)		Controller 12 months Range 31/Step 2 \$6,919/monthly (Classified Administrator Salary Schedule)	8/14/08

\*Includes 1 Longevity Range Increment

13E. CLASSIFIED TRANSACTIONS (ENCLOSURE)

Approval and notification of classified transactions including educational incentive salary placement pursuant to District Policy No. 5233, out of classification pay pursuant to the CSEA Contract and employment of short-term, non-academic hourly employees for the 2007-2008 and 2008-09 academic years pursuant to Education Code Section 88003.

13F. RESIGNATIONS/RETIREMENTS

The following staff members have resigned effective as indicated, and the resignations have been accepted by the Superintendent/President under delegation of powers:

<u>Employee</u>	<u>Position</u>	<u>Effective Date</u>
Bernadette Sampson	Controller	8/15/08
Daniel C. Hill	Senior Systems Analyst	8/4/08



ITEM							
Action	16. APPROVAL OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH E)						
	<table><tr><td>Agosto</td><td>Dominguez</td><td>Roesch</td><td>Salcido</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr></table>	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote
	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote	
	16A. <u>ACADEMIC AFFAIRS</u>						
	16A1. AGREEMENT WITH INTEGRATED GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGIES, INC. (ENCLOSURE)  (Chopra/Tyner)  Ratify Agreement No. A2496.08 with Integrated Geographic Information Systems (IGIS) Technologies, Inc., for development of geospatial e-learning curriculum for the Geospatial Technology (GST) Program, for the period August 1, 2008 to July 31, 2011, inclusive, in an amount not to exceed \$25,500.						
	16A2. AGREEMENT WITH SYSTEMATIC CHANGE IN ADVANCED TECHNOLOGICAL EDUCATION INC. (ENCLOSURE)  (Chopra/Tyner)  Ratify Agreement No. A2490.08 with the Systematic Change in Advanced Technological Education (SCATE) Inc., for external review of project evaluation for Geospatial Technology (GST) Program, for the period August 1, 2008 to July 31, 2011, inclusive, in an amount not to exceed \$16,050.						
	16A3. AGREEMENT WITH THE IMPERIAL BEACH LIFEGUARD ASSOCIATION (ENCLOSURE)  (Chopra/Kinney)  Ratify Agreement No. A2491.08 with the Imperial Beach Lifeguard Association, for the Marine Safety Service Training Program, for the period July 1, 2008 to June 30, 2009, inclusive, in an amount not to exceed \$15,840.						
	16B. <u>BUSINESS AND FINANCIAL AFFAIRS</u>						
	16B1. AGREEMENT WITH CAPORICCI & LARSON, CERTIFIED PUBLIC ACCOUNTANTS (ENCLOSURE)  (Beasley)  Recommend approval of Agreement No. A2497.08 with Caporicci & Larson, Certified Public Accountants, to compile financial statements and footnotes, in preparation for the annual audit for the fiscal year ending June 30, 2008, for the period August 14, 2008 to December 31, 2008, inclusive, in the amount of \$100 per hour, not to exceed \$13,000.						
16C. <u>HUMAN RESOURCES</u>							
16C1. AGREEMENT WITH LIEBERT CASSIDY WHITMORE (ENCLOSURE)  (Kerns)  Approve Agreement No. A2482.08 with Liebert Cassidy Whitmore, for training workshops through the Southern California Community College District Employment Relations Consortium, for the period August 14, 2008 through June 30, 2009, in the amount of \$2,600.							
16D. <u>STUDENT AFFAIRS</u>							
16D1. HEALTH SERVICES AGREEMENT WITH ALFRED SHIHATA, M.D. (ENCLOSURE)  (Sandoval)  Approve Agreement No. A2488.08 with Alfred Shihata, M.D., for medical services to students at Southwestern Community College District, for the period August 14, 2008 to August 31, 2009, inclusive, in the amount of \$16,000.							

	ITEM
	<p data-bbox="505 174 1295 207">16D2. AGREEMENT WITH XAP CORPORATION (ENCLOSURE)</p> <p data-bbox="597 237 1549 331">Approve ratification of Agreement No. A2483.08 with XAP Corporation, for online electronic admissions application for the California Community College System, for the period July 1, 2008 to June 30, 2012, inclusive, in the amount of \$68,420.</p> <p data-bbox="310 361 906 422">16E. <u>SUPERINTENDENT/PRESIDENT</u> (Chopra)</p> <p data-bbox="505 422 1442 483">16E1. AGREEMENT WITH EDUCATION MANAGEMENT AND ASSISTANCE CORPORATION (ENCLOSURE)</p> <p data-bbox="597 512 1521 636">Ratify Agreement No. A2478.08 with Education Management and Assistance Corporation (EdMAC), to conduct an external audit, for the period July 16, to December 31, 2008, inclusive, in the amount of \$1,000 per day plus expenses, not to exceed a total of \$5,000.</p>

	ITEM									
Action	17. APPROVAL OF AGREEMENTS – INCOME / NO COST TO DISTRICT (ITEMS A THROUGH C)									
	Agosto		Dominguez		Roesch		Salcido		Valladolid	Diaz-Student Advisory Vote
	17A. <u>ACADEMIC AFFAIRS</u>									
	17A1. AGREEMENT WITH THE CORONADO YACHT CLUB (ENCLOSURE)									
(Chopra/Kinney)	Approve Agreement No. A2480.08 with the Coronado Yacht Club, for use of facilities, for the period August 14, 2008 to June 30, 2009, inclusive, at no cost to the District.									
	17A2. AGREEMENT WITH U.S. SMALL BUSINESS ADMINISTRATION (ENCLOSURE)									
(Chopra/Axsom)	Ratify Agreement No. AR2493.08 with the U.S. Small Business Administration, to operate the Small Business Development Center (SBDC) regional lead and three SBDC field centers to provide technical and training services to small businesses throughout San Diego and Imperial Counties, for the period January 1 to December 31, 2008, inclusive, in the amount of \$790,918 income to the District.									
	17A3. AUGMENTED AGREEMENT WITH U.S. SMALL BUSINESS ADMINISTRATION (ENCLOSURE)									
(Chopra/Axsom)	Ratify augmented Agreement No. A2494.08 with the U.S. Small Business Administration, to operate the Small Business Development Center (SBDC) regional lead and three SBDC field centers to provide technical and training services to small businesses throughout San Diego and Imperial Counties, for the period January 1 to December 31, 2008, inclusive, in the amount of \$78,631 income to the District.									
	17A4. AGREEMENT WITH CHANCELLOR’S OFFICE OF THE CALIFORNIA COMMUNITY COLLEGES (ENCLOSURE)									
(Chopra/Tyner)	Ratify Amendment to Agreement No. AR2119/2.07 with the Chancellor’s Office of the California Community Colleges, for the Mathematics, Engineering, Science Achievement (MESA) Program, for the period July 1, 2007 to September 30, 2008, inclusive, in the amount of \$3,015 income to the District.									
	17A5. RATIFICATION OF CONTRACT EDUCATION AGREEMENTS UNDER \$10,000 (ENCLOSURE)									
(Chopra/Axsom)	Recommend the Governing Board accept ratification of contract education agreements with local business and industry, providing the income to the college is \$10,000 or less per contract, and the pre-approved contract agreement form has been utilized and has received the signature approval of the Superintendent/President.									

	ITEM
	<div data-bbox="313 174 462 237">17B. (Beasley)</div> <div data-bbox="505 174 967 205"><u>BUSINESS AND FINANCIAL AFFAIRS</u></div> <div data-bbox="505 237 1516 300">17B1. AGREEMENT FOR PARTICIPATION IN THE 2009 CHANCELLOR'S OFFICE TAX OFFSET PROGRAM (COTOP) (ENCLOSURE)</div> <div data-bbox="597 321 1544 415">Approve Agreement No. A2481.08 to continue participation with the Chancellor's Office Tax Offset Program (COTOP), for the period October 1, 2008 to December 29, 2009, inclusive, at no cost to the District.</div> <div data-bbox="505 447 1471 478">17B2. SAN DIEGO GAS &amp; ELECTRIC PROPERTY EASEMENT (ENCLOSURE)</div> <div data-bbox="597 510 1528 604">Approve Agreement No. A2477.08 with San Diego Gas &amp; Electric (SDG&amp;E) to provide a utility easement at the Southwestern College Chula Vista Campus, at no cost to the District.</div> <div data-bbox="313 636 462 699">17C. (Sandoval)</div> <div data-bbox="505 636 748 667"><u>STUDENT AFFAIRS</u></div> <div data-bbox="505 699 1549 762">17C1. 2008-2011 SERVICE LEARNING PROGRAM AGREEMENTS WITH AGENCIES (ENCLOSURE)</div> <div data-bbox="597 783 1552 877">Approve agreements with the agencies listed below, for Service Learning Program, for the period August 14, 2008 to June 30, 2011, inclusive, at no cost to the District.</div> <div data-bbox="597 898 1333 951">Health and Human Services Agency Agreement No. A2484.08 San Diego County "Smiles" Program Agreement No. A2485.08</div> <div data-bbox="505 993 1450 1077">17C2. AGREEMENT WITH NEWPORT DIVERSIFIED, INC., DBA SAN DIEGO GAMES (ENCLOSURE)</div> <div data-bbox="597 1098 1544 1255">Approve Agreement No. A2487.08 with Newport Diversified, Inc., dba San Diego Games, for the right to maintain and operate coin-operated amusement equipment in the Student Center, for the period August 14, 2008 to August 31, 2009, inclusive, with an estimated revenue of \$10,000 to benefit the Associated Student Organization.</div>

ITEM													
Action	<b>18. CHANGE IN MATHEMATICS GRADUATION PROFICIENCY COURSE</b>												
	<table><tr><td>Agosto</td><td>Dominguez</td><td>Roesch</td><td>Salcido</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote						
	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote							
(Chopra/Tyner) Recommend Board approval for the change of the mathematics graduation proficiency course for associate degrees from Math 45 (Elementary Algebra), to Math 60 (Intermediate Algebra), or higher math course, effective for students enrolling for the first time in Fall 2008.  The Curriculum Committee previously recommended, and the Board approved May 14, 2008, Math 60 as a new course that meets the graduation proficiency requirement for the associate degree. The current associate degree proficiency requirement, Math 45, is also coded as a basic skills course. However, new Title 5 regulations that define basic skills courses removed the previous ambiguity under which a course could serve both to “prepare” students for college-level work and also meet the graduation proficiency requirement. The new Title 5 language makes it explicit that any course which meets associate degree graduation requirements cannot simultaneously be coded as a basic skills course. Enrollments in basic skills courses, including Math 45, are used to calculate District allocations for Basic Skills categorical revenue. To preserve the District’s previous Basic Skills funding levels and meet the explicit new language requirement of Title 5, the math proficiency standard for the associate degree should be changed to Math 60, enabling the District to keep intact the coding Math 45 as basic skills.													
Action	<b>19. ADOPT RESOLUTION(S) (ENCLOSURE)</b>												
	<table><tr><td>Agosto</td><td>Dominguez</td><td>Roesch</td><td>Salcido</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote						
	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote							
(Beasley) Recommend adoption of the resolution listed below:  19A. RESOLUTION #1579 DESIGNATING TO ASCERTAIN AND CERTIFY THAT EACH EMPLOYEE OF DISTRICT HAS TAKEN THE OATH OF ALLEGIANCE (ENCLOSURE)													
Action	<b>20. ADOPT DISTRICT POLICIES – SECOND READING (ENCLOSURE)</b>												
	<table><tr><td>Agosto</td><td>Dominguez</td><td>Roesch</td><td>Salcido</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote						
	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote							
(Kerns) 20A. ADOPT DISTRICT POLICY NOS. 1200 AND 3420  As part of the ongoing review and revision of the Southwestern Community College District Policy and Procedures Manual, the following policies appear before the Governing Board for adoption:  First Reading July 9, 2008  Policy No. 1200                      District Mission & Philosophy  Policy No. 3420                      Equal Employment Opportunity													

	ITEM
<b>Information</b>	<p><b>21. NON-ACTION ITEMS</b> (Kerns)</p> <p>21A. <u>DISTRICT POLICIES – FIRST READING</u> (ENCLOSURE)</p> <p>First Reading. Information only.</p> <p>As part of the ongoing review and revision of the Southwestern Community College District Policy and Procedures Manual, the following policies appear before the Governing Board for First Reading:</p> <p>Policy No. 3050                      Institutional Code of Professional Ethics</p> <p>Policy No. 3430                      Prohibition of Harassment and Discrimination</p> <p>21B. <u>INFORMATION ITEMS</u> (ENCLOSURE)</p> <p>21B1. General Fund Financial Report for Period Ending June 30, 2008 (ENCLOSURE) (Beasley/Sampson)</p> <p>21B2. General Fund Cash Analysis for Period Ending June 30, 2008 (ENCLOSURE) (Beasley/Sampson)</p> <p>21B3. Quarterly Report CCFS 311Q for Period Ending June 30, 2008 (ENCLOSURE) (Chopra/Sampson)</p>
<b>Administrative Reports</b>	<p><b>22. ADMINISTRATIVE REPORTS</b> (Agosto)</p> <p>22A. VICE PRESIDENT FOR ACADEMIC AFFAIRS</p> <p>22B. THOMAS BEASLEY, ACTING VICE PRESIDENT FOR BUSINESS AND FINANCIAL AFFAIRS</p> <p>22C. MICHAEL KERNS, ACTING VICE PRESIDENT FOR HUMAN RESOURCES</p> <p>22D. GREG R. SANDOVAL, VICE PRESIDENT FOR STUDENT AFFAIRS</p>
<b>Senate/Union/ Association Reports</b>	<p><b>23. SENATE/UNION/ASSOCIATION REPORTS</b> (Agosto)</p> <p>23A. PROFESSOR VALERIE GOODWIN-COLBERT, PRESIDENT, ACADEMIC SENATE</p> <p>23B. WANDA MAXWELL, PRESIDENT, CLASSIFIED SENATE</p> <p>23C. PHILIP LOPEZ, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)</p> <p>23D. MICHAEL SELBY, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)</p> <p>23E. DEBBIE TRUJILLO, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)</p>
<b>Superintendent/ President's Report</b>	<p><b>24. SUPERINTENDENT/PRESIDENT'S REPORTS</b> (Agosto)</p> <p>RAJ K. CHOPRA, Ph.D.</p>



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

# ITEM #11 G

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
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
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August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

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

SUBJECT: Change Notice No. 1 with Northrop Grumman Space & Mission Systems  
Corp.

RECOMMENDATION

Approve Change Notice No. 1 to Agreement No. AR2209.07, with Northrop Grumman Space & Mission Systems, Corp., for the Mentor Protégé Project with SenarioTek, which reduces the total contract value to reflect actual expenses of \$8,972.77 and closes the contract as of August 14, 2008. Original contract was approved by the Governing Board on October 10, 2007.

OVERVIEW

Northrop Grumman Space & Mission Systems entered into a Mentor Protégé Contract with one of their suppliers, SenarioTek, a small disadvantaged women-owned business. As part of the requirements for this federal Mentor Protégé Project, Northrop Grumman awarded a contract to Southwestern College to provide technical assistance and interns to support SenarioTek. Unfortunately, SenarioTek was unable to fulfill their part of the project agreement and the contract with them was terminated at their request.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38896-601004-928

TA/bg

**Subcontract Change Notice  
(Bilateral—Change and Adjustment)**

Form DM-7900 (Rev. 07/07)

Issued by:  Northrop Grumman Space & Mission Systems Corp., by and through Network Communications Division One Rancho Carmel San Diego, CA 92128	Subcontract No.: 60584EMF7S
Issued to:  Southwestern Community College District 900 Otay Lakes Road Chula Vista CA 91910	Change Notice No.: 01  Change Notice Title: Reduction of scope / price and subcontract close-out
Effective date: 3 June 2008	Higher-Tier Contract No.: FA7014-07-C-0016

By mutual agreement of the parties, the following changes to this Subcontract are hereby made.

**Article II – Period of Performance is changed is revised to read as follows:**

The Seller shall perform the work under this Subcontract during the period September 6, 2007 to **January 11, 2008** and shall deliver the required supplies or any services in accordance with the delivery schedule set forth in the Statement of Work or elsewhere within this Subcontract. Time is of the essence in the Seller's performance of this Subcontract.

**Article VIII – Consideration and Payment is revised to read as follows:**

The Buyer shall, upon submission of proper invoices or vouchers and subject to any funding limitation, withholding, set-off, or adjustment provisions contained herein, pay the Seller a firm-fixed-price of **\$8,972.77** as full and complete consideration for the satisfactory performance of all the requirements of this Subcontract designated as falling under that type of subcontract. If this Subcontract provides separate line item prices and payments shall be made following delivery and acceptance of such lines items. In computing any discount time, such time shall commence upon the Buyer's receipt of a proper invoice or voucher and receipt and acceptance of the items delivered.

**Article IX—Funds Allocated to Subcontract is revised to read as follows:**

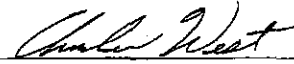
- A. Pursuant to the Limitation of Government's Obligation clause of DM 3392, hereby identified as applicable to this Subcontract, the total sum available for payment and allotted to this Subcontract is **\$8,972.77**. It is contemplated that such sum will cover the work to be performed through **January 11, 2008**.
- B. The parties contemplate that under U.S. Government allocation the Buyer will allot funds under this Subcontract by dates and in amounts reasonably established between the parties, sufficient for the planned performance of the Seller, with the specifics to be subsequently and from period-to-period agreed upon, in writing, and deemed to constitute the allotment schedule.

**Subcontract Change Notice  
(Bilateral—Change and Adjustment)**

Form DM-7900 (Rev. 07/07)

All other terms and conditions of this Subcontract, as it may have been previously modified, remain unchanged. This change notice effect the final equitable adjustment of the subcontract pursuant to the "Changes" Article, and constitutes the settlement of all efforts on this Subcontract. Closeout of this Subcontract will be initiated with execution of this Change Notice.

Please acknowledge acceptance of this Change Notice by signing and returning one copy to Charles West, M/S RC2/3639 within 5 days of receipt.

Southwestern Community College District	Northrop Grumman Space & Mission Systems Corp.
By: <u>Raj K. Chopra, Ph.D.</u>	By: <u></u>
Title: <u>Superintendent/President</u>	Title: <u>Subcontracts Manager</u> <u>Network Communications Division</u> <u>Northrop Grumman Mission Systems</u>
Date: _____	Date: <u>6/3/08</u>

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning *Amendment to #AR2209-07*  
Date: 7/22/08 #A2492.08

# ITEM #11 H

**SWC PURCHASE ORDER / BLANKET ORDER REPORT**  
**BOARD DATE AUGUST 13, 2008**  
**SORTED BY P.O. No.**

PO #	DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
88423	6/18/08	Miriam Ojeda	Expense Reimbursement	CEEWD	184
88424	6/18/08	JACC	Entry Fee, Journalism Contest	School of Arts & Communication	80
88425	6/18/08	Yolanda Santiago	Overage Warrant Re-issue	Cashiering	20
88426	6/18/08	Yolanda Santiago	Overage Warrant Re-issue	Cashiering	83
88427	6/18/08	Alberto L. Reyes	Overage Warrant Re-issue	Cashiering	48
88428	6/18/08	Experian	Credit Checking Service	Fiscal Services	36
88429	6/18/08	Jose A. Ibarra	Expense Reimbursement	School of Applied Technology & Learning Assistance	224
88430	6/18/08	Columbia Scholastic Press Association	Membership Fee	School of Arts & Communication	455
88431	6/18/08	California Electric Supply	Electrical Supplies	Maintenance	196
88432	6/18/08	Southland Technology	Audio Headphones	HEC at Otay Mesa	120
88433	6/18/08	Greg Herreman Productions	Concert Production Services	Facilities Development	3000
88434	6/18/08	Max G. Branscomb, II	Expense Reimbursement	School of Arts & Communication	321
88435	6/18/08	Ulline	Packaging Supplies	Bookstore	630
88436	6/18/08	Barry D. Thele	Expense Reimbursement	HEC at National City	30
88437	6/18/08	Southland Technology	Audio/Video Equipment	Facilities Development	4387
88438	6/18/08	Lisa N. Spellman	Expense Reimbursement	School of Arts & Communication	114
88439	6/18/08	Office Depot Business Services Division	Office Supplies	SBDC	68
88440	6/18/08	Office Depot Business Services Division	Office Supplies	Various	2181
88441	6/18/08	Patricia U. Axson	Expense Reimbursement	School of Applied Technology & Learning Assistance	136
88442	6/18/08	SWC Cafeteria	Business/Expense Related	School of Applied Technology & Learning Assistance	20
88443	6/18/08	RBF Consulting	Construction Administration Fee	Facilities Development	4987
88444	6/18/08	Fairbank, Maslin, Maulin & Associates	District Bond Measure Survey	Business & Operations	34000
88445	6/18/08	Maas Companies	Prop AA Program Management Fee	Business & Operations	19140
88446	6/18/08	CPS Security Solutions	Security Guard Services	HEC at Otay Mesa	2639
88447	6/18/08	California Electric Supply	Electrical Supplies	Purchasing	174
88448	6/18/08	Robert E. Womeck, J.	Expense Reimbursement	Grounds	80
88449	6/18/08	Home Depot	Maintenance Supplies	Maintenance	314
88450	6/18/08	Donald L. Theriault, J.	Hand-held Radio Repair	Warehouse	163
88451	6/18/08	Stanley Access Tech Llc	Door Repair, Bldg. 600	Maintenance	817
88452	6/18/08	United Parcel Service	Parcel Services	Purchasing	50
88453	6/18/08	Clean Harbors	Biological Waste Disposal	Safety	220
88454	6/18/08	Giaxo Smithkline	Medical Supplies	Health Services	990
88455	6/18/08	The Resource Network	Blackboard Reference Cards	Online Learning	378
88456	6/18/08	Constructive Playthings	Educational Supplies	Child Development Center	40
88457	6/18/08	MCPc	Toner Cartridges	School of Arts & Communication	20
88458	6/18/08	Edwards Cameron Medical Supply	Pamphlets	Health Services	110
88459	6/18/08	Scantron Corp.	Forms	Human Resources	1889
88460	6/18/08	Pacific Ergonomics	Ergonomic Office Equipment	Safety	319
88461	6/18/08	More Direct Inc	Computer Accessories	Disability Support Services	197
88462	6/18/08	Master Recording Supply	Media Printer	Staff Development	2884
88463	6/18/08	The Cambridge Stratford	Publications	School of Languages	776
88464	6/18/08	Discount School Supply	Educational Supplies	Child Development Center	371
88465	6/18/08	Lakeshore Learning Materials	Educational Supplies	Child Development Center	386
88466	6/18/08	Teacher's Discount	Educational Supplies	Child Development Center	463
88467	6/18/08	Parron Hall Corp.	Lecterns	Facilities Development	9136
88468	6/18/08	SWC Campus Store	Bookstore Merchandise	Various	4531
88469	6/18/08	Strata Information Group	Professional Services	Student Affairs	23490
88470	6/18/08	George L. Bonilla	Travel Reimbursement	Staff Development	85
88471	6/19/08	Complete Office	Office Supplies	Business & Operations	345
88472	6/19/08	Nevada L. Smith	Travel Reimbursement	Community & Media Relations	101
88473	6/19/08	Office Depot Business Services Division	Office Supplies	Various	1208
88474	6/19/08	Superintendent of Documents	Subscription Renewal	Library	75
88475	6/19/08	Courts Information Services	Publications	Library	660
88476	6/19/08	A-1 Equipment Rental	Canopy for Commencement	Community & Media Relations	784
88477	6/19/08	Elite Show Services Inc	Security Services for Graduation	College Police	1680
88478	6/19/08	City of Chula Vista	Police Services, 6/23/08	College Police	507
88479	6/19/08	Discount Box & Shipping Co.	Moving Boxes	Maintenance	489
88480	6/19/08	Sage Software Inc	Maintenance Renewal	Fiscal Services	1794
88481	6/19/08	West Group	Publications	School of Applied Technology & Learning Assistance	214
88482	6/19/08	CV Graphics and Printing	Printing Setup for Newsletter	Outreach	200
88483	6/19/08	Enreca's Inc.	Sewer Line Repair	Facilities Development	7600
88484	6/19/08	Jobelephant.Com Inc	Employment Advertising	Human Resources	2378
88485	6/19/08	Dixieline Lumber Company	Lumber	Facilities Development	1546
88486	6/19/08	U.S. Postal Service	Bulk Mail Account Replenishment	Office Support Services	638
88487	6/19/08	EBSCO Industries Inc.	Subscription Renewal	Library	5300
88488	6/19/08	Michael Long	First Aid Training	Family Resource Center	540
88489	6/19/08	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	254
88490	6/19/08	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	160
88491	6/19/08	Dunn-Edwards Paints	Paint	Maintenance	796
88492	6/19/08	Copy Link, Inc.	Copier Supplies	Academic Information Services	334
88493	6/19/08	United Parcel Service	Parcel Services	Purchasing	39
88494	6/19/08	Mark W. Schweigert	Expense Reimbursement	Risk Management	305
88495	6/19/08	Janelle C. Williams Melendrez	Expense Reimbursement	Risk Management	21
88496	6/19/08	Enrique Davalos	Expense Reimbursement	Risk Management	35
88497	6/19/08	Sombrero Mexican Food	Business/Expense Related	Family Resource Center	514
88498	6/19/08	Keenan and Associates	PIP Instalment Payment, 08/09	Risk Management	201689
88499	6/19/08	Clark Security Products, Inc.	Key Blanks	Maintenance	339
88500	6/19/08	The San Diego Daily Transcript	Legal Ad, Notice to Bidder	Purchasing	128
88501	6/19/08	David M. Preciado	Expense Reimbursement	School of Applied Technology & Learning Assistance	80
88502	6/20/08	Patricia E. Larkin	Expense Reimbursement	Bookstore	48
88503	6/23/08	Fredric J. Ball	Travel Reimbursement	School of Languages	18
88504	6/23/08	Joel M. Levine, Ed.D.	Travel Reimbursement	School of Languages	36
88505	6/23/08	Beatrice Z. Zamora-Aguilar	Travel Reimbursement	School of Counseling & Personal Development	213
88506	6/23/08	Maria I. Beltran	Travel Reimbursement	HEC at Otay Mesa	31
88507	6/23/08	Eduardo A. Romero	Travel Reimbursement	HEC at Otay Mesa	18
88508	6/23/08	Norma A. Ortiz	Travel Reimbursement	HEC at Otay Mesa	179
88509	6/23/08	Chicago South Loop Hotel	Lodging, Journalism Conference	School of Arts & Communication	1431
88510	6/23/08	Linda R. Jackson	Consulting Services	Human Resources	1820
88511	6/23/08	SWC California Student Aid	Cal Grant Liabilities	Financial Aid	145

**SWC PURCHASE ORDER / BLANKET ORDER REPORT**  
**BOARD DATE AUGUST 13, 2008**  
**SORTED BY P.O. No.**

88512	6/23/08	Troxell Communications	Audio Equipment	HEC at Otay Mesa	223
88513	6/23/08	Sehl Computer Products Inc	Computer Peripherals	HEC at Otay Mesa	398
88514	6/23/08	Southland Technology	Computer Peripherals	HEC at National City	296
88515	6/23/08	CDW-G	Computer Peripherals	HEC at National City	525
88516	6/23/08	Ricardo D. Garcia	Weed Control Services	Grounds	1200
88517	6/23/08	OCB Reprographics	Print Services for Plans	Facilities Development	159
88518	6/23/08	Network Interpreting Service	Interpreting Services	School of Languages	288
88519	6/23/08	Polly Montano	Expense Reimbursement	CEEWD	116
88520	6/23/08	Valeria F. Bolger	Expense Reimbursement	HEC at Otay Mesa	678
88521	6/24/08	Shery G. Medler	Travel Reimbursement	School of Math Science & Engineering	793
88522	6/24/08	Jack S. Ezroj	Travel Reimbursement	Purchasing	38
88523	6/24/08	Allan W. Garrett	Travel Reimbursement	Computer Systems & Services	33
88524	6/24/08	SWC General Fund	Fund Reimbursement	Fiscal Services	33
88525	6/24/08	Southland Technology	Computer System	College Police	895
88526	6/24/08	Theodore R. Niles	Biological Supplies	School of Math Science & Engineering	109
88527	6/24/08	Dixieline Lumber Company	Lumber	Facilities Development	747
88528	6/24/08	Phoenix Group	Parking Citation Processing	Parking Service	1142
88529	6/24/08	Phoenix Group	Parking Citation Processing	Parking Service	562
88530	6/24/08	Parron Hall Corp.	File Keys	Maintenance	68
88531	6/24/08	Bob Destino	Printer Cartridges	Human Resources	757
88532	6/24/08	Eco imaging Systems	Toner Cartridges	Human Resources	76
88533	6/24/08	Wells Fargo	Institutional Liabilities	Financial Aid	133
88534	6/24/08	U.S. Bank	Institutional Liabilities	Financial Aid	184
88535	6/24/08	Corey L. Breininger	Expense Reimbursement	School of Applied Technology & Learning Assistance	71
88536	6/24/08	Coutts Information Services	Publications	Library	227
88537	6/24/08	MCO Foundation	SBDC Payment, Sub-Recipient Agreement	SBDC	50885
88538	6/24/08	Jose S. Isles	Expense Reimbursement	School of Health Exercise Science & Athletics	20
88539	6/24/08	Federal Express	Express Postal Services	SBDC	38
88540	6/24/08	Debbie P. Trujillo	Expense Reimbursement	SBDC	108
88541	6/24/08	Dorothy S. Palmer	Expense Reimbursement	SBDC	17
88542	6/24/08	Federal Express	Express Postal Services	SBDC	17
88543	6/24/08	Rita Hamer	Expense Reimbursement	CEEWD	182
88544	6/24/08	VIP World Inc	Business/Expense Related	SBDC	381
88545	6/24/08	South Bay Fish & Grill	Business/Expense Related	Community & Media Relations	4634
88546	6/24/08	Quality Floors by George	Carpet Repair/Replacement	Facilities Development	475
88547	6/24/08	Retired Employee	Medicare Part B Reimbursement	Payroll	54
88548	6/24/08	SWC Student FAF	Pell Institutional Liability	Financial Aid	117
88549	6/24/08	SWC Student FAF	Pell Institutional Liability	Financial Aid	554
88550	6/24/08	Leticia Martinez	Refund, Class Cancellation	CEEWD	45
88551	6/24/08	Anita L. Dillon	Expense Reimbursement	CEEWD	128
88552	6/24/08	Marcia R. Gibert	Refund, Tour Cancellation	CEEWD	384
88553	6/24/08	David D. Darling	Refund, Tour Cancellation	CEEWD	256
88554	6/24/08	Patricia M. Doege	Refund, Tour Cancellation	CEEWD	258
88555	6/24/08	Linda Harden	Refund, Class Cancellation	CEEWD	85
88556	6/24/08	Frank Palano	Expense Reimbursement	School of Business & Information Systems	21
88557	6/24/08	Aspen Publishers, Inc.	Publications	School of Business & Information Systems	600
88558	6/24/08	West Group	Publications	School of Business & Information Systems	304
88559	6/24/08	West Group	Publications	School of Business & Information Systems	211
88560	6/24/08	Health Educational Consultants	Livescan Fingerprinting Services	HEC at Otay Mesa	1624
88561	6/24/08	Irma J. Alvarez	Expense Reimbursement	School of Business & Information Systems	166
88562	6/24/08	Irma J. Alvarez	Expense Reimbursement	School of Business & Information Systems	53
88563	6/24/08	James G. Schallin	Expense Reimbursement	SDCOC	146
88564	6/24/08	Troxell Communications	Audio/Video Equipment	School of Arts & Communication	35434
88565	6/24/08	B & H Photo Video, Inc.	Audio/Video Equipment	School of Arts & Communication	8604
88566	6/24/08	Southland Technology	Audio/Video Equipment	School of Arts & Communication	22321
88567	6/24/08	Dawn R. Taft	Travel Reimbursement	Americorps	77
88568	6/24/08	VWR International	Scientific Supplies	School of Math Science & Engineering	18
88569	6/25/08	James G. Schallin	Travel Reimbursement	SDCOC	115
88570	6/25/08	Timothy Warren	Travel Reimbursement	SDCOC	51
88571	6/25/08	Rosa E. Jimenez	Travel Reimbursement	HEC at Otay Mesa	141
88572	6/25/08	Alejandra Torres	Travel Reimbursement	HEC at Otay Mesa	108
88573	6/25/08	Veronica Abitia-Rubio	Travel Reimbursement	Payroll	27
88574	6/25/08	Lauren Villarreal	Travel Reimbursement	Grants	15
88575	6/25/08	VQS Enterprises	Course Catalog, 2008-209	Instructional Support Services	36023
88576	6/25/08	Whitaker Brothers Business Machines Inc.	Office Equipment Repair	Warehouse	274
88577	6/25/08	AT&T/MCI	Telephone Utilities Services	Facilities Development	205
88578	6/25/08	Rutan & Tucker Lip	Legal Services	Superintendent/President	5845
88579	6/25/08	William Watts	Postage Consulting Services	Office Support Services	8469
88580	6/25/08	Home Depot	Maintenance Supplies	Facilities Development	31
88581	6/25/08	Digital I/O Lic	Office Equipment Repair	Warehouse	1470
88582	6/25/08	SWC Campus Store	Bookstore Merchandise	Various	1606
88583	6/25/08	Cynthia K. Nagura	Expense Reimbursement	Family Resource Center	193
88584	6/25/08	Ana X. Pina	Expense Reimbursement	Family Resource Center	19
88585	6/25/08	Alba L. Munoz	Expense Reimbursement	Family Resource Center	104
88586	6/25/08	Alba L. Munoz	Expense Reimbursement	Family Resource Center	1080
88587	6/25/08	More Direct Inc	Computer Peripherals	Fiscal Services	83
88588	6/25/08	Jobelephant.Com Inc	Employment Advertising	Human Resources	2082
88589	6/25/08	U.S. Postal Service	Bulk Mail Account Replenishment	Office Support Services	29362
88590	6/25/08	John M. Wilson	Travel Reimbursement	Business & Operations	291
88591	6/26/08	Datatel, Inc.	On-line Training Services	Computer Systems & Services	1350
88592	6/26/08	Curt Stanley	Promotional Supplies	SBDC	787
88593	6/26/08	City of San Diego	Sewer/Water Fees	Facilities Development	79762
88594	6/26/08	Deli Marketing L.P.	Toner Cartridges	SDCOC	184
88595	6/26/08	Supply Net Inc	Office Equipment Supplies	Financial Aid	472
88596	6/26/08	Rivera Framing	Beam Removal/Replacement Services	Facilities Development	2600
88597	6/26/08	Maria E. Solis-Matson	Travel Reimbursement	HEC at Otay Mesa	73
88598	6/26/08	Advanced Web Offset	SWC Sun, Printing	School of Arts & Communication	2796
88599	6/26/08	Monica Duenas	Refund, Materials Fee Overpayment	CEEWD	10
88600	6/26/08	Mae Natividad	Refund, Materials Fee Overpayment	CEEWD	10
88601	6/26/08	Ana Quintana	Refund, Materials Fee Overpayment	CEEWD	10
88602	6/26/08	Consuela Bastide-Moore	Refund, Materials Fee Overpayment	CEEWD	10



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88603	6/26/08	Margarita Ruiz	Refund, Materials Fee Overpayment	CEEWD	10
88604	6/26/08	Melissa Casady	Refund, Materials Fee Overpayment	CEEWD	10
88605	6/26/08	Kathleen Patacsil	Refund, Materials Fee Overpayment	CEEWD	10
88606	6/26/08	Rachel Saltee	Refund, Materials Fee Overpayment	CEEWD	10
88607	6/26/08	Crystal Moreno	Refund, Materials Fee Overpayment	CEEWD	10
88608	6/26/08	Maricela Marroquin	Refund, Materials Fee Overpayment	CEEWD	10
88609	6/26/08	Ramona Ortiz	Refund, Materials Fee Discount	CEEWD	40
88610	6/26/08	Lillena Madrazo	Refund, Materials Fee Discount	CEEWD	20
88611	6/26/08	Minda S. Duque	Refund, Materials Fee Discount	CEEWD	40
88612	6/26/08	Gricelda Lopez	Refund, Materials Fee Discount	CEEWD	30
88613	6/26/08	Denise M. Rougeau-Brunson	Refund, Materials Fee Discount	CEEWD	20
88614	6/26/08	Tom Evangelist	Refund, Class Cancellation	CEEWD	272
88615	6/26/08	Darryl Kane	Refund, Class Cancellation	CEEWD	250
88616	6/26/08	Lidia E. Rodriguez	Refund, Class Cancellation	CEEWD	135
88617	6/26/08	Ming Ji	Refund, Class Cancellation	CEEWD	125
88618	6/26/08	Elena Blocker	Refund, Class Cancellation	CEEWD	137
88619	6/27/08	Earle M. Jorgensen	Metal T-Bar	Maintenance	384
88620	6/30/08	Tabitha L. Lathelle	Travel Reimbursement	HEC at Otay Mesa	1390
88621	6/30/08	Linda Jones, D.C.	Expense Reimbursement	School of Math Science & Engineering	15
88622	6/30/08	Richard A. Fielding	Expense Reimbursement	School of Math Science & Engineering	199
88623	6/30/08	Louderes Sevilla	Expense Reimbursement	School of Math Science & Engineering	150
88624	6/30/08	Garcia Calderon & Ruiz Lip	Legal Fees	Business & Operations	8808
88625	6/30/08	Fredric J. Ball	Travel Reimbursement	School of Languages	100
88626	6/30/08	J.Rhoades Ergonomic Consulting	Consulting Services	Safety	300
88627	6/30/08	Home Depot	Grounds Materials	Grounds	362
88628	6/30/08	Dunn-Edwards Paints	Paint	Maintenance	132
88629	6/30/08	EPA K-9 & Investigative Services	Guard Services	College Police	3116
88630	6/30/08	EPA K-9 & Investigative Services	Guard Services	College Police	3488
88631	6/30/08	David J. Agosto	Expense Reimbursement	Governing Board	69
88632	6/30/08	Schl Computer Products Inc	Computer Peripherals	Student Affairs	603
88633	6/30/08	Home Depot	Maintenance Supplies	Maintenance	280
88634	6/30/08	Chula Vista Alarm Co	Alarm Services	Maintenance	450
88635	6/30/08	Federal Express	Express Postal Services	Grants	98
88636	6/30/08	Skillpath Seminars	Publications	School of Math Science & Engineering	35
88637	6/30/08	Jonathan A. Atwater, Ph.D	Expense Reimbursement	School of Math Science & Engineering	444
88638	6/30/08	National School District	Bus Transportation	Family Resource Center	148
88639	6/30/08	Jobelaphant.Com Inc	Employment Advertising	Human Resources	275
88640	6/30/08	Candice L. Custodio-Tan	Refund, Returned Book	Library	25
88641	6/30/08	Home Depot	Maintenance Supplies	Maintenance	73
88642	6/30/08	SWC Campus Store	Bookstore Merchandise	Various	9237
88643	6/30/08	Postit Science	Specialty Software	Disability Support Services	1936
88644	6/30/08	Gaumnard Scientific	Human Patient Simulator	HEC at Otay Mesa	47854
88645	6/30/08	California Electric Supply	Electrical Supplies	Maintenance	12
88646	6/30/08	Western Pump Inc	Inspection Services, Storage Tanks	Maintenance	751
88647	6/30/08	Amazon.Com Credit	Publications	Library	2093
88648	6/30/08	MCPc	Toner Cartridges	Superintendent/President	656
88649	6/30/08	Scantron Corp.	Admissions Forms	Admissions	7394
88650	6/30/08	Parron Hall Corp.	Furniture	Bookstore	6071
88651	6/30/08	Sonitrol	Security System Installation	Facilities Development	10254
88652	6/30/08	Debbie P. Trujillo	Overage Warrant Re-issue	Purchasing	795
88653	6/30/08	Aztec Technology Corp.	Container Rental	Maintenance	469
88654	6/30/08	Office Depot Business Services Division	Office Supplies	Academic Senate	155
88655	6/30/08	Office Depot Business Services Division	Office Supplies	Accreditation	172
88656	6/30/08	Office Depot Business Services Division	Office Supplies	Accreditation	317
88657	7/1/2008	Southland Technology	Maintenance Commtouch Service	Computer Systems & Services	18460
88658	7/1/2008	Southland Technology	Maintenance Symantec	Purchasing	54786
88659	7/1/2008	Southland Technology	Maintenance Computer Software	Computer Systems & Services	76656
88660	7/1/2008	Southland Technology	Maintenance Virus Defense	Purchasing	48605
88661	7/1/2008	Southland Technology	Microsoft Campus Agreement	Purchasing	40204
88662	7/1/2008	Agilent Technologies	Maintenance Petrochemical Bundle	School of Math Science & Engineering	8846
88663	7/1/2008	Agilisys Inc.	Maintenance Network Servers	Computer Systems & Services	3734
88664	7/1/2008	FCCC	Maintenance Fusion	Purchasing	12467
88665	7/1/2008	Provost Systems	Maintenance Computer Software	Instructional Technology Support	30000
88666	7/1/2008	Alluris, Inc.	Maintenance Computer Software	Computer Systems & Services	23940
88667	7/1/2008	IBM	Maintenance Hardware & Software	Computer Systems & Services	31758
88668	7/1/2008	Blackboard Inc	Maintenance TMS Hardware	Instructional Technology Support	69332
88669	7/1/2008	Blackboard Inc	Maintenance for Hosting OG	Instructional Technology Support	102800
88670	7/1/2008	Copy Link, Inc.	Maintenance Copiers	Purchasing	155190
88671	7/1/2008	Escape Technology	Maintenance Inventory Program	Purchasing	1072
88672	7/1/2008	Sonitrol	Maintenance Burglary Monitoring	Purchasing	36432
88673	7/1/2008	Perceptiv Software	Maintenance Computer Software	Computer Systems & Services	17823
88674	7/1/2008	Phoenix Group	Maintenance Enforcement Software	College Police	3612
88675	7/1/2008	INOVIS	Maintenance TLW Standard	Computer Systems & Services	1002
88676	7/1/2008	Image Source	Maintenance Computer Software	Admissions	4743
88677	7/1/2008	New Atlanta Communications	Maintenance License Subscription	Computer Systems & Services	2005
88678	7/1/2008	LI-COR Inc	Maintenance DNA Analyzer	School of Math Science & Engineering	4700
88679	7/1/2008	Oce	Maintenance Blueprint Copier	Purchasing	2083
88680	7/1/2008	Pacific College Testing	Maintenance CTEP Site License	Assessment	1724
88681	7/1/2008	Frontrange Solutions	Maintenance Heat	Computer Systems & Services	5934
88682	7/1/2008	Geneva Logic	Maintenance Visions	Academic Information Services	420
88683	7/1/2008	Governet	Maintenance Computer Software	Computer Systems & Services	22360
88684	7/1/2008	Alldata	Maintenance Computer Software	School of Tech & Human Services	975
88685	7/1/2008	Association of Classroom Teacher Testers	Maintenance Celta Site License	Assessment	724
88686	7/1/2008	Southland Technology	Maintenance Computer Software	Computer Systems & Services	3526
88687	7/1/2008	Southland Technology	Maintenance Projector Service	Purchasing	17900
88688	7/1/2008	Bridges.Com	Maintenance Choices Planner	Counseling	625
88689	7/1/2008	UC Regents	Annual Renewal MDTP License	Counseling	800
88690	7/1/2008	CAPP Associates Inc.	Maintenance Computer Software	Assessment	1865

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88691	7/1/2008	Comtech Management Systems	Bld Matching Subscription	SDCOC	6825
88692	7/1/2008	Mitchell 1	Maintenance On Demand Repair	Maintenance	2396
88693	7/1/2008	Roc Software	Maintenance EasySpooler	Computer Systems & Services	2370
88694	7/1/2008	CollegeNET	Maintenance License	Computer Systems & Services	8316
88695	7/1/2008	Ross Video Limited	Maintenance Video Projection Synergy	School of Arts & Communication	1850
88696	7/2/2008	Lauren Villanreal	Mileage Reimbursement	Grants	9
88697	7/2/2008	James G. Schallin	Travel Reimbursement	SDCOC	31
88698	7/2/2008	Victor Castillo	Mileage Reimbursement	SDCOC	364
88699	7/2/2008	Beatrice Z. Zamora-Aguilar	Travel Reimbursement	Counseling	50
88700	7/2/2008	Viara Giraffe	Mileage Reimbursement	School of Behavioral & Social Sciences	194
88701	7/2/2008	WestAir Gases and Equipment Inc	Gases	School of Math Science & Engineering	586
88702	7/2/2008	Third Avenue Village Assoc.	Lemon Festival	Community & Media Relations	150
88703	7/2/2008	Adrian DelRio	Advance Travel Payment	School of Languages & Humanities	585
88704	7/2/2008	Christopher S. Debauche	Advance Travel Payment	School of Languages & Humanities	515
88705	7/2/2008	Heldi A. Nawhouse	Advance Travel Payment	Instructional Support Services	982
88706	7/2/2008	Yuki Yamamoto	Travel Reimbursement	School of Languages & Humanities	505
88707	7/2/2008	Southland Technology	Wall Mount and Bracket	HEC at Olay Mesa	92
88708	7/2/2008	Eileen Zamora	Travel Reimbursement	School of Languages & Humanities	505
88709	7/2/2008	IDN-West, Inc.	Yale Key Blanks	Maintenance	771
88710	7/2/2008	California Electric Supply	Electrical Supplies	Maintenance	350
88711	7/2/2008	Cheryl A. Norton	Travel Reimbursement	School of Languages & Humanities	505
88712	7/2/2008	Spectra	Office Supplies	Admissions	24
88713	7/2/2008	Void	Void	Void	0
88714	7/2/2008	Alejandro L. Orozco	Travel Reimbursement	School of Languages & Humanities	515
88715	7/1/2008	Print Finishing Solutions	Maintenance Bourg Collator System	Purchasing	3125
88716	7/1/2008	Greenleaf Compaction	Maintenance on Compactor	Purchasing	5280
88717	7/1/2008	Hawthorne Machinery Co.	Maintenance Forklift Equipment	Purchasing	2240
88718	7/1/2008	Honeywell Inc.	Maintenance Controls & Software	Purchasing	134934
88719	7/1/2008	Hufcor Airwall	Maintenance Partition Air walls	Purchasing	4259
88720	7/1/2008	Inter-Mat, Inc.	Annual Removal Spent Photo Fixer	Purchasing	655
88721	7/1/2008	Neopost	Maintenance Mail Machine	Purchasing	4258
88722	7/1/2008	Litho Equipment Service	Annual AB Dick Offset Printer	Purchasing	5281
88723	7/1/2008	Martinizing Dry Cleaning	Annual Uniform Dry Cleaning	Purchasing	10000
88724	7/1/2008	Void	Void	Void	0
88725	7/1/2008	Mhz Communications	Maintenance Olay Mountain Repeater	Purchasing	6360
88726	7/1/2008	Prudential Overall Supply	Annual Mops, Mats, and Shop Towels	Purchasing	25900
88727	7/1/2008	Rayne Water Conditioning	Annual Soft Water Service	Purchasing	869
88728	7/1/2008	Rochester Midland Corp	Annual Sanor Deodorizing Service	Purchasing	2974
88729	7/1/2008	Partnerships With Industry	Annual Workforce Assistance Program	Purchasing	66400
88730	7/1/2008	McKinley Equipment Corp.	Annual Kelley Dock leveler	Purchasing	700
88731	7/2/2008	Regency Lighting	Electrical Supplies	Maintenance	1034
88732	7/1/2008	Siemens Enterprise Networks LLC	Maintenance Smart Serve Support	Purchasing	55605
88733	7/1/2008	Void	Void	Void	0
88734	7/1/2008	Agricultural Pest Control Serv	Annual Pest Control	Purchasing	3200
88735	7/1/2008	3M Corporation	Annual Book Check	Purchasing	2576
88736	7/1/2008	The Dumbell Man Fitness Equipment	Annual Fitness Equipment	Purchasing	1400
88737	7/1/2008	Environmental Systems Products Inc.	Annual ASM Analyzer	Purchasing	3324
88738	7/1/2008	R.J. Donovan Correctional Facility	Annual Inmate Work Crews	Purchasing	99939
88739	7/1/2008	Computer Protection Technology	Annual Mitsubishi UPS	Purchasing	2265
88740	7/3/2008	Frazee Industries	Paint	Maintenance	957
88741	7/1/2008	Chula Vista Alarm Co	Annual Alarm Monitoring Art Gallery	Purchasing	700
88742	7/3/2008	Graininger	Solenoids	Computer Systems & Services	282
88743	7/3/2008	Costco Wholesale	Business/Related Expense	EOPS	1000
88744	7/1/2008	California Comfort Systems Usa	Annual Roof Top Gas Units	Purchasing	2040
88745	7/3/2008	Dell Marketing L.P.	Audio and Video Equipment	School of Math Science & Engineering	817
88746	7/1/2008	The Graham Company	Annual Lighting Inverter System	Purchasing	4800
88747	7/1/2008	General Binding Corporation	Annual Electric Punch	Purchasing	1005
88748	7/1/2008	Peak Technologies, Inc.	Annual Pressure Seal System	Purchasing	1802
88749	7/1/2008	Sigmanet	Annual Netlab	School of Business & Information Systems	2385
88750	7/3/2008	Christine M. Perri	Mileage Reimbursement	HEC at National City	88
88751	7/1/2008	Scantron Corp.	Annual Computer Software	Purchasing	397
88752	7/1/2008	Sassafras Software	Annual Computer Software	Purchasing	958
88753	7/1/2008	SARS Software Products Inc	Annual Sars Grid	Purchasing	5940
88754	7/1/2008	VIASING	Annual Computer Software	Purchasing	1000
88755	7/1/2008	Two-Ten Health Limited	Annual Computer Software	Purchasing	4500
88756	7/1/2008	PeopleAdmin Inc	Annual Computer Software	Purchasing	7400
88757	7/1/2008	Tier Technologies	Annual Computer Software	Computer Systems & Services	10413
88758	7/1/2008	Tiscor	Annual Security Elite Software	College Police	1775
88759	7/1/2008	Training Innovations Inc	Annual Computer Software	Purchasing	575
88760	7/1/2008	Davies-Black Publishing	Annual Site License	Purchasing	195
88761	7/1/2008	DIVR Systems, Inc.	Maintenance Main Camera Server	Purchasing	1739
88762	7/3/2008	Dunn-Edwards Paints	Paint	Maintenance	1655
88763	7/3/2008	Dunn-Edwards Paints	Paint	Maintenance	132
88764	7/3/2008	SWC General Fund	Student Registration Fees SP/08	HEC at Olay Mesa	3950
88765	7/3/2008	Void	Void	Void	0
88766	7/1/2008	Tomark Sports, Inc.	Annual Gym Bleachers Service	Purchasing	2400
88767	7/1/2008	Stormwater Maintenance Company	Annual Storm Drains	Purchasing	3300
88768	7/1/2008	Splz, Inc.	Annual Planetarium Instrument	Purchasing	4987
88769	7/3/2008	Void	Void	Void	0
88770	7/1/2008	Siemens Water Technologies Corp.	Annual Deionizer Service	Purchasing	788
88771	7/3/2008	Pacific Coast Conference	Memberships	School of Health, Exercise Science & Athletics	7330

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88772	7/3/2008	Void	Void	Void	0
88773	7/3/2008	SWC Campus Store	Cotop Allocation	Fiscal Services	106
88774	7/3/2008	SWC Student Services	Cotop Allocation	Fiscal Services	323
88775	7/3/2008	Claudia Acosta	Returned ACH Account	Payroll	531
88776	7/3/2008	Brenda E. Mora	Returned ACH Account	Payroll	3101
88777	7/3/2008	Maria B. Consteln	Returned ACH Account	Payroll	4986
88778	7/3/2008	Southern Calif. Football Assoc.	Membership	School of Health, Exercise Science & Athletics	2000
88779	7/3/2008	American Express	Airfare	Various	3421
88780	7/3/2008	Youth Insurance Agency, Inc.	Student Insurance 2008-2009	Risk Management	130221
88781	7/3/2008	County of San Diego	Permit Renewal	HEC at National City	182
88782	7/3/2008	Larry Bradford & Associates	Office Name Inserts	HEC at Otay Mesa	23
88783	7/3/2008	Southern 30	Dues	Human Resources	200
88784	7/3/2008	American Express	Airfare	School of Languages & Humanities	35
88785	7/7/2008	American Express	Airfare	Various	408
88786	7/1/2008	PTC	Annual Computer Software	Computer Systems & Services	2580
88787	7/1/2008	International Teaching Systems	Annual Computer Software	Purchasing	5854
88788	7/7/2008	VWR International	Blodoc-It Imaging System	Biology	20097
88789	7/7/2008	Design for Health Environmental Ser	Test Floor Tiles	Maintenance	50
88790	7/7/2008	Prestek Inc.	Print shop Supplies	Office Support Services	111
88791	7/7/2008	Bizchair.Com	Dictionary Stand	HEC at Otay Mesa	201
88792	7/1/2008	Datatel, Inc.	Annual ESSA Core System	Computer Systems & Services	215225
88793	7/1/2008	Datatel, Inc.	Annual Colleague Application	Computer Systems & Services	44986
88794	7/7/2008	Freeway Tire Co.	Tires	Maintenance	496
88795	7/7/2008	Johnstone Supply	Maintenance Supplies	Maintenance	119
88796	7/7/2008	Mc Master-Carr Supply Company	Maintenance Supplies	Maintenance	57
88797	7/7/2008	Void	Void	Void	0
88798	7/7/2008	IPS	Paper Supplies	VTEA	1263
88799	7/7/2008	Freeway Tire Co.	Tires	Maintenance	1259
88800	7/1/2008	FCCC	Annual Computer Software	Purchasing	84923
88801	7/7/2008	Dell Marketing L.P.	Audio and Video Equipment	Biology	701
88802	7/7/2008	MSC Industrial Supply	Maintenance Supplies	Maintenance	487
88803	7/7/2008	Southland Technology	Audio and Video Equipment	Biology	686
88804	7/7/2008	Void	Void	Void	0
88805	7/7/2008	Office Depot Business Services Division	Office Supplies	Facilities Development	136
88806	7/7/2008	CAPED	Conference Registration Fees	Disability Support Services	2370
88807	7/7/2008	Dell Marketing L.P.	Office Supplies	Superintendent/President	365
88808	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	520
88809	7/7/2008	CCCPCA	Membership	School of Health, Exercise Science & Athletics	145
88810	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	824
88811	7/7/2008	NCCHC	Membership	Student Affairs	125
88812	7/7/2008	Fedex Kinko's	Printing and Binding Services	Office Support Services	1010
88813	7/7/2008	State Consulting & Inspection Services	Inspection of Record for San Ysidro	Facilities Development	11760
88814	7/7/2008	Messner & Hadley Llp	Audit for Fiscal Year 2007-2008	Fiscal Services	11988
88815	7/7/2008	California Electric Supply	Electrical Supplies and Equipment	Maintenance	3745
88816	7/7/2008	Office Depot Business Services Division	Office Supplies	Family Resource Center	375
88817	7/7/2008	Office Depot Business Services Division	Office Supplies	Student Activities	362
88818	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	374
88819	7/7/2008	Office Depot Business Services Division	Office Supplies	Student Activities	696
88820	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	775
88821	7/7/2008	Joel M. Levine, Ed.D.	Travel Reimbursement	School of Languages & Humanities	505
88822	7/1/2008	At&T Mobility	Cell Box	Business Operations	12075
88823	7/1/2008	Verizon Wireless	Cellular Services	Business Operations	17775
88824	7/8/2008	San Diego Pump Inc.	Repair Pump	Maintenance	773
88825	7/8/2008	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Business & Information Systems	255
88826	7/8/2008	Copy Link, Inc.	Scanning and Set up for Copier	School of Math Science & Engineering	700
88827	7/8/2008	So Cal Fire & Safety	Safety Seals for Fire Extinguishers	Safety	54
88828	7/8/2008	California Electric Supply	Electrical Supplies and Equipment	Maintenance	738
88829	7/8/2008	Science Service Inc.	Subscription	School of Math Science & Engineering	36
88830	7/8/2008	Salt Creek Golf Club	Range and Ball Fee for Golf Class	School of Health, Exercise Science & Athletics	1260
88831	7/1/2008	Frontrange Solutions	Annual Heat Maintenance Renewal	Computer Systems & Services	7316
88832	7/1/2008	Blackbaud	Annual General Ledger 7	Purchasing	4816
88833	7/8/2008	Void	Void	Void	0
88834	7/8/2008	David M. Preclado	Travel Reimbursement	School of Tech & Human Services	406
88835	7/1/2008	EUREKA	Annual Computer Software	Purchasing	749
88836	7/8/2008	Sylvia H. Garcia-Navarrete	Travel Reimbursement	School of Languages & Humanities	505
88837	7/8/2008	Cheryl D. Johnson	Travel Reimbursement	School of Languages & Humanities	505
88838	7/1/2008	Sirsi Dynix Corporation	Annual Computer Software	Purchasing	7122
88839	7/8/2008	Carol M. Stuardo	Travel Reimbursement	School of Languages & Humanities	150
88840	7/8/2008	Brittney D. Palmer	Travel Reimbursement	School of Languages & Humanities	505
88841	7/8/2008	Cassia C. De Abreu	Travel Reimbursement	School of Languages & Humanities	785
88842	7/8/2008	Denise A. Kohler	Travel Reimbursement	HEC at Otay Mesa	1325
88843	7/8/2008	Jenny D. Marasigan	Travel Reimbursement	Outreach	972
88844	7/8/2008	Gonzalo J. Quintero	Travel Reimbursement	Outreach	972
88845	7/8/2008	Void	Void	Void	0
88846	7/8/2008	Angeline Stuart	Travel Reimbursement	School of Languages & Humanities	87
88847	7/8/2008	Brent G. Chartier	Travel Reimbursement	College Police	381
88848	7/1/2008	Softshare, Inc	Annual Hosting Fee for Webcats	Purchasing	3825
88849	7/8/2008	Diana Diaz	Travel Reimbursement	Payroll	25
88850	7/8/2008	Leticia A. Diaz	Travel Reimbursement	ASO	127
88851	7/8/2008	Void	Void	Void	0
88852	7/8/2008	Artie Ricasa	Travel Reimbursement	ASO	28

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88853	7/8/2008	George Dominguez	Travel Reimbursement	Governing Board	205
88854	7/8/2008	Teresa P. Valladolid	Travel Reimbursement	Governing Board	205
88855	7/8/2008	Yolanda Salcido	Travel Reimbursement	Governing Board	205
88856	7/8/2008	Community College League of Ca	Conference Registration Fees	Student Activities	205
88857	7/8/2008	Dell Marketing L.P.	Office Supplies	Various	65
88858	7/8/2008	Quality Floors by George	Repair Carpet	Maintenance	250
88859	7/8/2008	US Concrete Precast Group	Cement Meter Lids	Maintenance	581
88860	7/8/2008	Concrete Cutting Company	Saw Cut Concrete Walls	Facilities Development	1500
88861	7/8/2008	Floyd & Howerton Plumbing Inc.	Remove and Replace Existing Plumbing	Facilities Development	5975
88862	7/8/2008	Quality Floors by George	Replace Carpet	Maintenance	795
88863	7/8/2008	Southland Envelope	Envelopes	Cashiers	247
88864	7/8/2008	Design for Health Environmental Ser	Remove Asbestos Floor Tiles & Carpet	Maintenance	1975
88865	7/8/2008	Pacificare Behavioral Health	EAP Billing for March	Payroll	1615
88866	7/8/2008	Parron Hall Corp.	Furniture	Business Operations	1264
88867	7/1/2008	Harland Technology Services	Annual Scantron Equipment	Purchasing	25383
88868	7/8/2008	Void	Void	Void	0
88869	7/1/2008	Varian	Maintenance Spectra Spectrometer	Purchasing	5815
88870	7/1/2008	Sterilizer Technical Specialists, Inc.	Annual Amsco Autoclave	Purchasing	3084
88871	7/9/2008	US Markerboard	Marker board	School of Arts & Communication	598
88872	7/1/2008	College Source	Annual Subscription	Purchasing	3927
88873	7/1/2008	Core Technology Corp	Annual Computer Software	Purchasing	252
88874	7/1/2008	Southland/Cisco	Annual Smartnet Contract	Purchasing	70074
88875	7/1/2008	Southland/UPS	Annual APC	Purchasing	8216
88876	7/9/2008	Void	Void	Void	785
88877	7/1/2008	Mitsubishi Electric	Maintenance Elevators Otay Mesa	Purchasing	10800
88878	7/1/2008	Equipsoft	Annual Computer Software	Purchasing	245
88879	7/1/2008	Allied Waste Services	Annual for Waste Removal	Purchasing	84065
88880	7/9/2008	Michele M. Dawson	Travel Reimbursement	Student Employment Services	22
88881	7/9/2008	Keenan and Associates	Southern California Relief for We Tlp	Administrative Affairs	934
88882	7/9/2008	Acces Industrial Supply Inc	Maintenance Supplies	Maintenance	541
88883	7/9/2008	Void	Void	Void	0
88884	7/9/2008	Void	Void	Void	0
88885	7/9/2008	Void	Void	Void	0
88886	7/9/2008	Knorr Systems	Maintenance Supplies	Maintenance	536
88887	7/9/2008	Experian	Monthly Service	Fiscal Services	37
88888	7/9/2008	CASBO	Membership	Bus Finance	618
88889	7/9/2008	Keenan and Associates	Workman's Compensation	Bus Finance	100846
88890	7/1/2008	Safety Kleen	Annual Kleen Parts Washer	Purchasing	18780
88891	7/9/2008	Knorr Systems	Maintenance Supplies	Maintenance	2203
88892	7/10/2008	West Coast Sand and Gravel	Fill Material	Facilities Development	16666
88893	7/10/2008	Keenan and Associates	Contribution for Property Liability	Bus Finance	591650
88894	7/10/2008	More Direct Inc	Computer Peripherals	Safety	91
88895	7/10/2008	Schools Excess Liability Fund	Excess Insurance Liability	Bus Finance	26630
88896	7/10/2008	Home Depot	Maintenance Supplies	Maintenance	162
88897	7/10/2008	James R. Pace	Overage Warrant	Payroll	23
88898	7/10/2008	The Estate of Barbara Hampson	Employee's Wages	Payroll	1971
88899	7/10/2008	Pave-Pro Construction, Inc.	Concrete Repairs	Grounds	3818
88900	7/10/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	445
88901	7/10/2008	Unisource	Paper Supplies	Human Resources	9
88902	7/10/2008	Lori A. Gorton	Mileage Reimbursement	Payroll	35
88903	7/10/2008	Lori A. Gorton	Mileage Reimbursement	Payroll	49
88904	7/10/2008	Void	Void	Void	0
88905	7/10/2008	Berry's Athletic Supply	Athletic Supplies and Equipment	School of Health, Exercise Science & Athletics	2674
88906	7/10/2008	Pioneer Research Corporation	En-Solv Degreaser	Maintenance	532
88907	7/10/2008	Lincoln Commercial Pool Equipment	Pool Supplies	Maintenance	458
88908	7/10/2008	Arctic Supply	HVAC Supplies	Maintenance	367
88909	7/1/2008	Nova Voice & Data Systems	Annual Voice Mail System	Purchasing	4212
88910	7/1/2008	EDCo Disposal Corp	Waste Removal at National City	Purchasing	11840
88911	7/1/2008	Card Integrators	Annual ID Card System	Purchasing	1290
88912	7/1/2008	San Diego Pest Control	Annual for Pest Control	Purchasing	20520
88913	7/1/2008	Xerox Corp.	Annual Xerox Copier Printer	Purchasing	10470
88914	7/1/2008	Xerox Corp.	Annual Xerox Printing System	Purchasing	91851
88915	7/1/2008	Office Depot Business Services Division	Office Supplies	Various	238
88916	7/11/2008	Next Day Printed Tees	T-Shirts	School of Health, Exercise Science & Athletics	303
88917	7/11/2008	Tennis Warehouse	Athletic Supplies and Equipment	School of Health, Exercise Science & Athletics	1103
88918	7/1/2008	Vinyard Doors, Inc.	Annual Sectional Doors	Purchasing	1090
88919	7/1/2008	Spanky's Portable Services	Annual Portable Toilets	Purchasing	10800
88920	7/14/2008	Void	Void	Void	0
88921	7/14/2008	Void	Void	Void	0
88922	7/1/2008	Faronics Technologies Inc.	Annual Deep Freeze	Purchasing	2343
88923	7/14/2008	Void	Void	Void	0
88924	7/14/2008	Cecilia A. Aimeraz	Mileage Reimbursement	Office Support Services	4
88925	7/14/2008	Michael V. Keith	Travel Reimbursement	SBDC	200
88926	7/1/2008	Astro Mechanical Contractors	Annual A/C units	Purchasing	10457
88927	7/14/2008	Scientific Learning Corp	Educational Supplies	Disability Support Services	4229
88928	7/14/2008	Costco Wholesale	Business/Related Expense	ASO	800
88929	7/14/2008	California Metal Supply	Welding Supplies	Maintenance	488
88930	7/14/2008	MSC Industrial Supply	Maintenance Supplies	Maintenance	1065
88931	7/1/2008	Joe Garrison Piano Service	Annual Piano Tuning	Purchasing	11400
88932	7/14/2008	Void	Void	Void	0
88933	7/14/2008	Unisource	Paper Supplies	Warehouse	24483

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88934	7/1/2008	AFIX Technologies	Annual Afix Tracker	Purchasing	750
88935	7/15/2008	Frazee Industries	Marking Paint	Grounds	7046
88936	7/15/2008	Susan A. Brenner	Travel Reimbursement	School of Languages & Humanities	655
88937	7/1/2008	Dataltel, Inc.	Annual E-commerce Volume	Computer Systems & Services	3028
88938	7/15/2008	Complete Office	Office Supplies	Warehouse	103
88939	7/15/2008	Guitar Center, Inc.	Expansion Cards	School of Arts & Communication	2026
88940	7/15/2008	Creation Engine, L.L.C.	Computer Software	School of Math Science & Engineering	2383
88941	7/15/2008	Creation Engine, L.L.C.	Computer Software	Instructional Support Services	189
88942	7/1/2008	Autodesk, Inc.	Annual Autodesk Design Institute	Purchasing	20467
88943	7/15/2008	Lakeshore Learning Materials	Educational Supplies	HEC at National City	117
88944	7/16/2008	ABC School Equipment Inc.	Marker boards	Facilities Development	518
88945	7/15/2008	Jensen Drywall Inc	Install Wall with Door Opening	Maintenance	2265
88946	7/15/2008	San Diego Jump Company	Survivor Obstacle Course	Outreach	510
88947	7/15/2008	Sterilizer Monitoring Systems	Medical Services	HEC at National City	556
88948	7/15/2008	Amintha B. Ahmad	Student Stipend Training Consortium	School of Tech & Human Services	70
88949	7/15/2008	Miren L. Algori	Student Stipend Training Consortium	School of Tech & Human Services	100
88950	7/15/2008	Lucia Bonillas	Student Stipend Training Consortium	School of Tech & Human Services	60
88951	7/15/2008	Claudia E. Calvert	Student Stipend Training Consortium	School of Tech & Human Services	30
88952	7/15/2008	Bianca Camacho	Student Stipend Training Consortium	School of Tech & Human Services	90
88953	7/15/2008	Luis J. Canett	Student Stipend Training Consortium	School of Tech & Human Services	60
88954	7/15/2008	Maria Canett	Student Stipend Training Consortium	School of Tech & Human Services	60
88955	7/15/2008	Karen Choat	Student Stipend Training Consortium	School of Tech & Human Services	90
88956	7/15/2008	Sofia Contreras	Student Stipend Training Consortium	School of Tech & Human Services	60
88957	7/15/2008	Void	Void	Void	0
88958	7/15/2008	Lydia Corona	Student Stipend Training Consortium	School of Tech & Human Services	30
88959	7/15/2008	Esmeralda G. Cortez	Student Stipend Training Consortium	School of Tech & Human Services	70
88960	7/15/2008	Griselie E. Davila	Student Stipend Training Consortium	School of Tech & Human Services	30
88961	7/15/2008	Xochitl Y. Enciso	Student Stipend Training Consortium	School of Tech & Human Services	30
88962	7/15/2008	Elke A. Estrada	Student Stipend Training Consortium	School of Tech & Human Services	40
88963	7/15/2008	Susana Flores	Student Stipend Training Consortium	School of Tech & Human Services	110
88964	7/15/2008	Eva Gallardo	Student Stipend Training Consortium	School of Tech & Human Services	60
88965	7/15/2008	Carolina Gutierrez-Pacheco	Student Stipend Training Consortium	School of Tech & Human Services	140
88966	7/16/2008	Lorena I. Hagle	Student Stipend Training Consortium	School of Tech & Human Services	30
88967	7/15/2008	Griselida Huinquez	Student Stipend Training Consortium	School of Tech & Human Services	40
88968	7/15/2008	Dayamina Lopez	Student Stipend Training Consortium	School of Tech & Human Services	60
88969	7/15/2008	Nuptce P. Maldonado	Student Stipend Training Consortium	School of Tech & Human Services	100
88970	7/15/2008	Maria Mallard-Rodriguez	Student Stipend Training Consortium	School of Tech & Human Services	30
88971	7/15/2008	Jessica Q. Manalansen	Student Stipend Training Consortium	School of Tech & Human Services	40
88972	7/15/2008	Laura Mancillas	Student Stipend Training Consortium	School of Tech & Human Services	30
88973	7/15/2008	Nancy Mejia	Student Stipend Training Consortium	School of Tech & Human Services	70
88974	7/15/2008	Edith F. Miranda	Student Stipend Training Consortium	School of Tech & Human Services	60
88975	7/15/2008	Marisel O. Montoy	Student Stipend Training Consortium	School of Tech & Human Services	60
88976	7/15/2008	Esmeralda Morales	Student Stipend Training Consortium	School of Tech & Human Services	100
88977	7/15/2008	Carmen A. Noriega	Student Stipend Training Consortium	School of Tech & Human Services	70
88978	7/15/2008	Gloria R. Nunez	Student Stipend Training Consortium	School of Tech & Human Services	60
88979	7/15/2008	Kathla Y. Ortegón	Student Stipend Training Consortium	School of Tech & Human Services	30
88980	7/15/2008	Zila E. Ortiz	Student Stipend Training Consortium	School of Tech & Human Services	90
88981	7/15/2008	Elizabeth Padilla	Student Stipend Training Consortium	School of Tech & Human Services	80
88982	7/15/2008	Norma I. Padilla	Student Stipend Training Consortium	School of Tech & Human Services	60
88983	7/15/2008	Irene Parra	Student Stipend Training Consortium	School of Tech & Human Services	70
88984	7/15/2008	Arianna L. Portillo	Student Stipend Training Consortium	School of Tech & Human Services	30
88985	7/15/2008	Elizabeth Ramirez	Student Stipend Training Consortium	School of Tech & Human Services	120
88986	7/15/2008	Lorraine M. Ramos	Student Stipend Training Consortium	School of Tech & Human Services	60
88987	7/15/2008	Penny J. Rockwell	Student Stipend Training Consortium	School of Tech & Human Services	60
88988	7/15/2008	Antoinette G. Rodriguez	Student Stipend Training Consortium	School of Tech & Human Services	60
88989	7/15/2008	Erica J. Rodriguez	Student Stipend Training Consortium	School of Tech & Human Services	60
88990	7/15/2008	Lorena F. Rubio	Student Stipend Training Consortium	School of Tech & Human Services	60
88991	7/15/2008	Martin C. Sanchez	Student Stipend Training Consortium	School of Tech & Human Services	120
88992	7/15/2008	Tania Silva	Student Stipend Training Consortium	School of Tech & Human Services	120
88993	7/15/2008	Mark A. Solomayor	Student Stipend Training Consortium	School of Tech & Human Services	60
88994	7/15/2008	Monica E. Tamayo	Student Stipend Training Consortium	School of Tech & Human Services	50
88995	7/15/2008	Maria I. Jaramillo	Student Stipend Training Consortium	School of Tech & Human Services	30
88996	7/15/2008	Monalisa Terrazas	Student Stipend Training Consortium	School of Tech & Human Services	60
88997	7/16/08	Arctic Supply	HVAC Supplies	Maintenance	333
88998	7/16/08	MSC Industrial Supply	Parts Cabinet	Maintenance	3057
88999	7/16/08	MSC Industrial Supply	Maintenance Supplies	Maintenance	418
89000	7/16/08	Deli Marketing L.P.	Computer System	School of Math Science & Engineering	3790
89001	7/16/08	J. A. Sexauer, Inc.	Plumbing Supplies	Maintenance	147
89002	7/16/08	Jennifer James-Simmonson	Ergonomic Office Accessories	Safety	110
89003	7/16/08	Waxie Sanitary Supply	Janitorial Supplies	Maintenance	41
89004	7/16/08	R.J. Safety Supply Co.	Safety Supplies	Maintenance	76
89005	7/16/08	Astro Mechanical Contractors Inc	HVAC System Additions	Maintenance	6980
89006	7/16/08	RCP Block & Brick, Inc.	Paving Stones	Grounds	3102
89007	7/16/08	Sun Diego Charter	Charter Bus Service	School of Health Exercise Science & Athletics	4304
89008	7/16/08	Staples Business Advantage	Office Supplies	Community & Media Relations	203
89009	7/16/08	Henry Scheln Inc	Dental Equipment Parts	HEC at National City	150
89010	7/16/08	Education to Go	Online Courses	CEEWD	935
89011	7/16/08	Burkhart Dental Supply Co	Dental Equipment Parts	HEC at National City	371
89012	7/16/08	The Quill Corporation	Office Supplies	Financial Aid	243
89013	7/16/08	Napa Auto Parts Spring Valley	Automotive Parts	Maintenance	151
89014	7/16/08	EPA K-9 & Investigative Services	Guard Services	College Police	2620

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89015	7/16/08	County of San Diego-RCS	Radio Network Usage	College Police	1201
89016	7/16/08	NISOD	Membership	Staff Development	975
89017	7/16/08	Unisource	Paper	EOPS	274
89018	7/16/08	Office Depot Business Services Division	Office Supplies	EOPS	1385
89019	7/16/08	Office Depot Business Services Division	Office Supplies	EOPS	224
89020	7/16/08	American Council on Exercise	Training Manuals	School of Health Exercise Science & Athletics	791
89021	7/16/08	Office Depot Business Services Division	Office Supplies	Various	1833
89022	7/16/08	State Board of Equalization	Use Tax Accrual 07/08	Fiscal Services	30026
89023	7/16/08	Snap-On Industrial	Hand Tools	Maintenance	153
89024	7/16/08	Office Depot Business Services Division	Office Supplies	Various	1583
89025	7/16/08	Office Depot Business Services Division	Office Supplies	Various	392
89026	7/16/08	Office Depot Business Services Division	Office Supplies	Financial Aid	497
89027	7/16/08	Office Depot Business Services Division	Office Supplies	Various	1327
89028	7/16/08	Office Depot Business Services Division	Office Supplies	Various	878
89029	7/17/08	AFP	Membership	Grants	280
89030	7/17/08	Coronado Fire Dept	FTES Reimbursement	HEC at Otay Mesa	3732
89031	7/17/08	National City Fire Dept	FTES Reimbursement	HEC at Otay Mesa	4410
89032	7/17/08	Chula Vista Fire Dept.	FTES Reimbursement	HEC at Otay Mesa	12338
89033	7/17/08	Bonita-Sunnyside Fire District	FTES Reimbursement	HEC at Otay Mesa	1866
89034	7/17/08	Gonzalo J. Quintero	Expense Reimbursement	Outreach	308
89035	7/17/08	Ca State Teachers' Retirement System	Fund Reimbursement	Fiscal Services	4662
89036	7/17/08	David J. Agosto	Expense Reimbursement	Governing Board	71
89037	7/17/08	Susan K. Schoenrock	Expense Reimbursement	HEC at Otay Mesa	73
89038	7/17/08	Apple Computer, Inc.	Computer Systems	School of Arts & Communication	16904
89039	7/17/08	Donald L. Theriault, J.	Two-way Radio Repair	Warehouse	297
89040	7/17/08	SWC General Fund	Setup "A-Tax"	Fiscal Services	286
89041	7/17/08	Oscar Rosales	Expense Reimbursement	Payroll	144
89042	7/17/08	SWC General Fund	Setup "A-Tax"	Payroll	3112
89043	7/17/08	National City Chamber of Commerce	Membership Renewal	Superintendent/President	100
89044	7/17/08	Otay Mesa Chamber of Commerce	Membership Renewal	Superintendent/President	75
89045	7/17/08	ACCJC	Membership Fee, 08/09	Superintendent/President	16623
89046	7/17/08	Imperial Beach Chamber of Comm	Membership Renewal	Superintendent/President	80
89047	7/17/08	JobeLephant.Com Inc	Employment Advertising	Human Resources	875
89048	7/17/08	Edmund Guenero	Tuition Reimbursement	Human Resources	80
89049	7/17/08	NASFAA	Membership Dues	Financial Aid	2225
89050	7/17/08	Keyboard Concepts, Inc.	Grand Piano	School of Arts & Communication	34080
89051	7/1/08	Occupational Services Inc	Annual Fume Hood Certification	Safety	1860
89052	7/1/08	Pacific Parking Systems, Inc.	Annual Service on Parking Dispensers	Parking Service	6492
89053	7/17/08	HD Supply	Pool Equipment	Maintenance	582
89054	7/1/08	Stanley Access Tech Llc	Annual Electric Door Service	Maintenance	6426
89055	7/1/08	Carrier Corporations	Annual Service on Chillers	Maintenance	11032
89056	7/17/08	Mason's Saw & Lawn Mower	Automotive Parts	Maintenance	185
89057	7/17/08	Jackie L. Osborne	Travel Reimbursement	Human Resources	20
89058	7/17/08	Mason's Saw & Lawn Mower	Automotive Parts	Maintenance	926
89059	7/17/08	Cart Mart Inc.	Automotive Parts	Maintenance	49
89060	7/17/08	J. A. Sexauer, Inc.	Plumbing Supplies	Maintenance	148
89061	7/17/08	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	25
89062	7/17/08	Donald L. Theriault, J.	Two-way Radio Repair	College Police	110
89063	7/17/08	Broding's Battery Warehouse	Automotive Parts	Maintenance	81
89064	7/17/08	Sportland Team Sports	Athletic Uniforms	School of Health Exercise Science & Athletics	597
89065	7/17/08	Port Supply	Aquatic Supplies	CCAC	166
89066	7/17/08	Golf Ventures West	Automotive Parts	Grounds	1860
89067	7/17/08	Jennifer L. Harper	Expense Reimbursement	School of Health Exercise Science & Athletics	275
89068	7/17/08	City of Chula Vista	Alarm Permit Fee	Safety	100
89069	7/17/08	Nolo	Publications	Library	23
89070	7/17/08	Educause	Domain Fee	Computer Systems Services	40
89071	7/17/08	Retired Employee	Medicare Part B Reimbursement	Payroll	1921
89072	7/17/08	Marco Company	Maintenance Supplies	Maintenance	48
89073	7/17/08	EYE/COMM Inc.	Mailing Services	Community & Media Relations	4868
89074	7/17/08	Retired Employee	Medicare Part B Reimbursement	Payroll	835
89075	7/17/08	National School District	Bus Transportation	HEC at National City	112
89076	7/17/08	West Group	Publications	Library	220
89077	7/17/08	SBF Supply	Athletic Uniforms	School of Health Exercise Science & Athletics	1091
89078	7/18/08	Dick Blick Holdings	CFK Supplies	CEEWD	38
89079	7/18/08	Community College League of Ca	Conference Registration	Student Activities	205
89080	7/18/08	Patricia E. Larkin	Expense Reimbursement	Bookstore	43
89081	7/18/08	California Electric Supply	Electrical Supplies	Maintenance	2953
89082	7/18/08	Office Depot Business Services Division	Office Supplies	Various	635
89083	7/18/08	Stored Value Marketing	Gas Cards	EOPS	22545
89084	7/18/08	Simplot Partners	Grounds Materials	Grounds	1343
89085	7/18/08	Turf Maker	Grounds Materials	Grounds	11048
89086	7/18/08	Blorad Laboratories	Scientific Supplies	School of Math Science & Engineering	1650
89087	7/18/08	VWR International	Scientific Supplies	School of Math Science & Engineering	1754
89088	7/18/08	VWR International	Scientific Supplies	School of Math Science & Engineering	4788
89089	7/18/08	VWR International	Scientific Supplies	School of Math Science & Engineering	2018
89090	7/21/08	Carolina Biological Supply Company	Scientific Supplies	HEC at National City	58
89091	7/21/08	Mc Master-Carr Supply Company	Maintenance Supplies	School of Applied Technology & Learning Assistance	151
89092	7/21/08	Turf Maker	Horticulture Materials	Landscape & Nursery Technology	79
89093	7/21/08	Pacific Parking Systems, Inc.	Parking Management System Parts	Maintenance	73
89094	7/21/08	HSACCC	Membership Dues	Health Services	75
89095	7/21/08	Submarina	Business/Expense Related	EOPS	563

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89096	7/21/08	South County Economic Devel. Council	Sponsorship	Superintendent/President	198
89097	7/21/08	Community College League of Ca	Membership Dues	School of Health Exercise Science & Athletics	8340
89098	7/21/08	Void	Void	Void	0
89099	7/21/08	Costco Wholesale	Carpet Cleaner	CCAC	214
89100	7/1/08	Tri-Signal Integration, Inc	Annual Fire Safety Service and Testing	Maintenance	10210
89101	7/21/08	Sollek Pacific	Door/Hardware Replacement	Facilities Development	75816
89102	7/21/08	Retired Employee	Medicare Part B Reimbursement	Payroll	167
89103	7/21/08	Clark Security Products, Inc.	Door Hardware	Maintenance	116
89104	7/21/08	Lowe's	Laser Leveler	Grounds	505
89105	7/21/08	Community College League of Ca	Subscription	Superintendent/President	1500
89106	7/21/08	Willy's Electronic Supply Co., Inc.	Electronic Supplies	HEC at National City	154
89107	7/21/08	Jennifer James-Simmonson	Ergonomic Office Accessories	Safety	1213
89108	7/21/08	AFP	Membership	Grants	280
89109	7/21/08	Spectra	Custom Stamp	School of Math Science & Engineering	30
B1369	6/18/08	National Cinemedia Llc	Advertising Services	Community & Media Relations	5205
B1370	6/24/08	Datatel, Inc.	Consulting Services	Computer Systems & Services	20000
B1371	6/25/08	Mission Linen & Uniform Service	Uniform Cleaning Services	School of Applied Technology & Learning Assistance	1000
B1372	6/26/08	Mission Linen & Uniform Service	Uniform Cleaning Services	School of Applied Technology & Learning Assistance	839
B1373	7/2/08	Five Star Gas and Gear	Open order for Liquid Helium	School of Math Science & Engineering	5000
B1374	7/2/08	Point Loma Nazarene University	Open Order for Office Lease	SDCOC	8818
B1375	7/2/08	AT&T/MCI	Open Order for Telephone Utilities	SDCOC	1500
B1376	7/3/08	California Schools Dental Coalition	Delta Dental Monthly Contribution	Payroll	750564
B1377	7/7/08	The SoCo Group, Inc.	Open Order for Bulk Fuel	Maintenance	40000
B1378	7/7/08	Napa Auto Parts Spring Valley	Open Order for Auto Parts and Supplies	Maintenance	7600
B1379	7/8/08	Mission Linen & Uniform Service	Open Order for Uniform Cleaning	RCP	1400
B1380	7/8/08	Void	Void	Void	0
B1381	7/10/08	Bert's Office Trailer Rentals	Rent for Trailer	Facilities Development	2780
B1382	7/16/08	Laerdal Medical Corp.	Training Certification Cards	HEC at National City	5000
B1383	7/16/08	American Red Cross	Training Certification Cards	HEC at National City	1500
B1384	7/21/08	Costco Wholesale	Business/Expense Related	Family Resource Center	900
B1385	7/21/08	Costco Wholesale	Business/Expense Related	Child Development Center	600
B1386	7/21/08	Hydro-Scape Products	Grounds Materials	Grounds	5000
B1387	7/21/08	IAA Equipment	Grounds Materials	Grounds	1000

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PO #	DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
88492	6/19/08	Copy Link, Inc.	Copier Supplies	Academic Information Services	334
88682	7/1/2008	Geneva Logic	Maintenance Visions	Academic Information Services	420
88654	6/30/08	Office Depot Business Services Division	Office Supplies	Academic Senate	155
88655	6/30/08	Office Depot Business Services Division	Office Supplies	Accreditation	172
88656	6/30/08	Office Depot Business Services Division	Office Supplies	Accreditation	317
88881	7/9/2008	Keenan and Associates	Southern California Relief for We Tip	Administrative Affairs	934
88876	7/1/2008	Image Source	Maintenance Computer Software	Admissions	4743
88849	6/30/08	Scantron Corp.	Admissions Forms	Admissions	7394
88712	7/2/2008	Spectra	Office Supplies	Admissions	24
88567	6/24/08	Dawn R. Taft	Travel Reimbursement	Amaricorps	77
88852	7/8/2008	Arlie Rlcasa	Travel Reimbursement	ASO	28
88928	7/14/2008	Costco Wholesale	Business/Related Expense	ASO	500
88850	7/8/2008	Lelicia A. Diaz	Travel Reimbursement	ASO	127
88695	7/1/2008	Association of Classroom Teacher Testers	Maintenance Celsa Site License	Assessment	724
88690	7/1/2008	CAPP Associates Inc.	Maintenance Computer Software	Assessment	1865
88680	7/1/2008	Pacific College Testing	Maintenance CTEP Site License	Assessment	1724
88801	7/7/2008	Dell Marketing L.P.	Audio and Video Equipment	Biology	701
88903	7/7/2008	Southland Technology	Audio and Video Equipment	Biology	886
88788	7/7/2008	VWR International	Blodoc-It Imaging System	Biology	20097
89080	7/18/08	Patricia E. Larkin	Expense Reimbursement	Bookstore	43
88650	6/30/08	Parron Hall Corp.	Furniture	Bookstore	6071
88502	6/20/08	Patricia E. Larkin	Expense Reimbursement	Bookstore	48
88435	6/18/08	Uline	Packaging Supplies	Bookstore	830
88888	7/9/2008	CASBO	Membership	Bus Finance	618
88888	7/9/2008	Keenan and Associates	Workman's Compensation	Bus Finance	100846
88893	7/10/2008	Keenan and Associates	Contribution for Property Liability	Bus Finance	691650
88895	7/10/2008	Schools Excess Liability Fund	Excess Insurance Liability	Bus Finance	26630
88471	6/19/08	Complete Office	Office Supplies	Business & Operations	345
88444	6/18/08	Fairbank, Maslin, Maulin & Associates	District Bond Measure Survey	Business & Operations	34000
88624	6/30/08	Garcia Calderon & Ruiz LLP	Legal Fees	Business & Operations	8808
88580	6/25/08	John M. Wilson	Travel Reimbursement	Business & Operations	291
88445	6/18/08	Maas Companies	Prop AA Program Management Fee	Business & Operations	19140
88822	7/1/2008	At&T Mobility	Call Box	Business Operations	12075
88866	7/8/2008	Parron Hall Corp.	Furniture	Business Operations	1264
88823	7/1/2008	Verizon Wireless	Cellular Services	Business Operations	17775
88427	6/18/08	Alberto L. Reyes	Overage Warrant Re-issue	Cashiering	48
88425	6/18/08	Yolanda Santiago	Overage Warrant Re-issue	Cashiering	20
88426	6/18/08	Yolanda Santiago	Overage Warrant Re-issue	Cashiering	83
88663	7/8/2008	Southland Envelope	Envelopes	Cashiers	247
89099	7/21/08	Costco Wholesale	Carpet Cleaner	CCAC	214
89065	7/17/08	Port Supply	Aquatic Supplies	CCAC	158
88601	6/26/08	Ana Quintana	Refund, Materials Fee Overpayment	CEEWD	10
88551	6/24/08	Anita L. Dillon	Expense Reimbursement	CEEWD	128
88602	6/26/08	Consuela Bastide-Moore	Refund, Materials Fee Overpayment	CEEWD	10
88607	6/26/08	Crystal Moreno	Refund, Materials Fee Overpayment	CEEWD	10
88615	6/26/08	Darryl Kane	Refund, Class Cancellation	CEEWD	250
88553	6/24/08	David D. Darling	Refund, Tour Cancellation	CEEWD	256
88613	6/26/08	Denise M. Rougeau-Brunson	Refund, Materials Fee Discount	CEEWD	20
89078	7/18/08	Dick Bilck Holdings	CFK Supplies	CEEWD	38
89010	7/16/08	Education to Go	Online Courses	CEEWD	935
88818	6/26/08	Elena Blocker	Refund, Class Cancellation	CEEWD	137
88612	6/26/08	Gracida Lopez	Refund, Materials Fee Discount	CEEWD	30
88805	6/26/08	Kathleen Patacsil	Refund, Materials Fee Overpayment	CEEWD	10
88550	6/24/08	Leticia Martinez	Refund, Class Cancellation	CEEWD	45
88616	6/26/08	Lidia E. Rodriguez	Refund, Class Cancellation	CEEWD	135
88610	6/26/08	Liliana Madrazo	Refund, Materials Fee Discount	CEEWD	20
88555	6/24/08	Linda Harden	Refund, Class Cancellation	CEEWD	85
88600	6/26/08	Mae Navidad	Refund, Materials Fee Overpayment	CEEWD	10
88552	6/24/08	Marcia R. Gilbert	Refund, Tour Cancellation	CEEWD	384
88603	6/26/08	Margarita Ruiz	Refund, Materials Fee Overpayment	CEEWD	10
88608	6/26/08	Marcela Marroquin	Refund, Materials Fee Overpayment	CEEWD	10
88604	6/26/08	Melissa Casady	Refund, Materials Fee Overpayment	CEEWD	10
88611	6/26/08	Minda S. Duque	Refund, Materials Fee Discount	CEEWD	40
88617	6/26/08	Ming Ji	Refund, Class Cancellation	CEEWD	125
88423	6/18/08	Miriam Ojeda	Expense Reimbursement	CEEWD	164
88599	6/26/08	Monica Duenas	Refund, Materials Fee Overpayment	CEEWD	10
88654	6/24/08	Patricia M. Doege	Refund, Tour Cancellation	CEEWD	256
88619	6/23/08	Polly Montano	Expense Reimbursement	CEEWD	118
88606	6/26/08	Rachel Sallee	Refund, Materials Fee Overpayment	CEEWD	10
88609	6/26/08	Ramona Ortiz	Refund, Materials Fee Discount	CEEWD	40
88543	6/24/08	Rita Harner	Expense Reimbursement	CEEWD	182
88614	6/26/08	Tom Evangelist	Refund, Class Cancellation	CEEWD	272
88456	6/18/08	Constructive Playthings	Educational Supplies	Child Development Center	40
81385	7/21/08	Costco Wholesale	Business/Expense Related	Child Development Center	600
88484	6/18/08	Discount School Supply	Educational Supplies	Child Development Center	371
88465	6/18/08	Lakeshore Learning Materials	Educational Supplies	Child Development Center	386
88469	6/18/08	Teacher's Discount	Educational Supplies	Child Development Center	463
88847	7/8/2008	Brent G. Charlier	Travel Reimbursement	College Police	381
88478	6/19/08	City of Chula Vista	Police Services, 5/23/08	College Police	607
89015	7/16/08	County of San Diego-RCS	Radio Network Usage	College Police	1201
89062	7/17/08	Donald L. Theriault, J.	Two-way Radio Repair	College Police	110
88477	6/19/08	Elite Show Services Inc	Security Services for Graduation	College Police	1680
88629	6/30/08	EPA K-9 & Investigative Services	Guard Services	College Police	3116
88630	6/30/08	EPA K-9 & Investigative Services	Guard Services	College Police	3488
89014	7/16/08	EPA K-9 & Investigative Services	Guard Services	College Police	2820
88674	7/1/2008	Phoenix Group	Maintenance Enforcement Software	College Police	3612
88525	6/24/08	Southland Technology	Computer System	College Police	895
88758	7/1/2008	Tiscor	Annual Security Elite Software	College Police	1775
88476	6/19/08	A-1 Equipment Rental	Canopy for Commencement	Community & Media Relations	784



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89073	7/17/08	EYE/COMM Inc.	Mailing Services	Community & Media Relations	4888
B1389	6/18/08	National Chemedie Lic	Advertising Services	Community & Media Relations	5205
88472	6/19/08	Nevada L. Smith	Travel Reimbursement	Community & Media Relations	101
88545	6/24/08	South Bay Fish & Grill	Business/Expense Related	Community & Media Relations	4634
89008	7/16/08	Staples Business Advantage	Office Supplies	Community & Media Relations	203
88702	7/2/2008	Third Avenue Village Assoc.	Lemon Festival	Community & Media Relations	160
88663	7/1/2008	Agllysys Inc.	Maintenance Network Servers	Computer Systems & Services	3734
88523	6/24/08	Alan W. Garrett	Travel Reimbursement	Computer Systems & Services	33
88668	7/1/2008	Allris, Inc.	Maintenance Computer Software	Computer Systems & Services	23940
88894	7/1/2008	CollageNET	Maintenance License	Computer Systems & Services	8316
B1370	6/24/08	Datatel, Inc.	Consulting Services	Computer Systems & Services	20000
88591	6/26/08	Datatel, Inc.	On-line Training Services	Computer Systems & Services	1350
88792	7/1/2008	Datatel, Inc.	Annual ESSA Core System	Computer Systems & Services	215225
88793	7/1/2008	Datatel, Inc.	Annual Colleague Application	Computer Systems & Services	44988
88937	7/1/2008	Datatel, Inc.	Annual E-commerce Volume	Computer Systems & Services	3028
88881	7/1/2008	Frontrange Solutions	Maintenance Heat	Computer Systems & Services	5934
88831	7/1/2008	Frontrange Solutions	Annual Heat Maintenance Renewal	Computer Systems & Services	7318
88683	7/1/2008	Governet	Maintenance Computer Software	Computer Systems & Services	22350
88742	7/3/2008	Grainger	Solenoids	Computer Systems & Services	282
88667	7/1/2008	IBM	Maintenance Hardware & Software	Computer Systems & Services	31758
88675	7/1/2008	INOVIS	Maintenance TLW Standard	Computer Systems & Services	1002
88677	7/1/2008	New Atlanta Communications	Maintenance License Subscription	Computer Systems & Services	2005
88673	7/1/2008	Perceptive Software	Maintenance Computer Software	Computer Systems & Services	17823
88786	7/1/2008	PTC	Annual Computer Software	Computer Systems & Services	2580
88693	7/1/2008	Roc Software	Maintenance EasySpooler	Computer Systems & Services	2370
88657	7/1/2008	Southland Technology	Maintenance Commtouch Service	Computer Systems & Services	18460
88659	7/1/2008	Southland Technology	Maintenance Computer Software	Computer Systems & Services	78656
88686	7/1/2008	Southland Technology	Maintenance Computer Software	Computer Systems & Services	3526
88757	7/1/2008	Tier Technologies	Annual Computer Software	Computer Systems & Services	10413
89070	7/17/08	Educause	Domain Fee	Computer Systems Services	40
88699	7/2/2008	Beatrice Z. Zamora-Aguilar	Travel Reimbursement	Counseling	50
88688	7/1/2008	Bridges.Com	Maintenance Choices Planner	Counseling	625
88689	7/1/2008	UC Regents	Annual Renewal MDTP License	Counseling	800
88606	7/7/2008	CAPED	Conference Registration Fees	Disability Support Services	2370
88461	6/18/08	More Direct Inc	Computer Accessories	Disability Support Services	197
88643	6/30/08	Posit Science	Specialty Software	Disability Support Services	1936
88927	7/14/2008	Scientific Learning Corp	Educational Supplies	Disability Support Services	4229
88743	7/3/2008	Costco Wholesale	Business/Related Expense	EOPS	1000
89018	7/16/08	Office Depot Business Services Division	Office Supplies	EOPS	1385
89019	7/16/08	Office Depot Business Services Division	Office Supplies	EOPS	224
89083	7/16/08	Stored Value Marketing	Gas Cards	EOPS	22545
89095	7/21/08	Submarina	Business/Expense Related	EOPS	563
89017	7/16/08	Unisource	Paper	EOPS	274
88944	7/15/2008	ABC School Equipment Inc.	Marker boards	Facilities Development	518
88577	6/25/08	AT&T/MCI	Telephone Utilities Services	Facilities Development	205
B1381	7/1/08	Bert's Office Trailer Rentals	Rent for Trailer	Facilities Development	2780
88593	6/29/08	City of San Diego	Sewer/Water Fees	Facilities Development	79752
88860	7/8/2008	Concrete Cutting Company	Saw Cut Concrete Walls	Facilities Development	1600
88485	6/19/08	Dixieline Lumber Company	Lumber	Facilities Development	1546
88627	6/24/08	Dixieline Lumber Company	Lumber	Facilities Development	747
88483	6/19/08	Erreco's Inc.	Sewer Line Repair	Facilities Development	7600
88861	7/8/2008	Floyd & Howerton Plumbing Inc.	Remove and Replace Existing Plumbing	Facilities Development	6976
88433	6/18/08	Greg Herreman Productions	Concert Production Services	Facilities Development	3000
88580	6/25/08	Home Depot	Maintenance Supplies	Facilities Development	31
88517	6/23/08	OCB Reprographics	Print Services for Plans	Facilities Development	159
88605	7/7/2008	Office Depot Business Services Division	Office Supplies	Facilities Development	136
88467	6/18/08	Parron Hall Corp.	Lecterns	Facilities Development	9136
88546	6/24/08	Quality Floors by George	Carpet Repair/Replacement	Facilities Development	475
88443	6/18/08	RBF Consulting	Construction Administration Fee	Facilities Development	4987
88598	6/28/08	Rivera Framing	Beam Removal/Replacement Services	Facilities Development	2600
89101	7/21/08	Soltek Pacific	Door/Hardware Replacement	Facilities Development	75816
88651	6/30/08	Sonitrol	Security System Installation	Facilities Development	10254
88437	6/18/08	Southland Technology	Audio/Video Equipment	Facilities Development	4387
88813	7/7/2008	State Consulting & Inspection Services	Inspection of Record for San Ysidro	Facilities Development	11780
88892	7/10/2008	West Coast Sand and Gravel	Fill Material	Facilities Development	16668
88585	6/25/08	Alba L. Munoz	Expense Reimbursement	Family Resource Center	104
88586	6/25/08	Alba L. Munoz	Expense Reimbursement	Family Resource Center	1080
88584	6/25/08	Ana X. Pina	Expense Reimbursement	Family Resource Center	19
B1384	7/21/08	Costco Wholesale	Business/Expense Related	Family Resource Center	900
88583	6/25/08	Cynthia K. Nagura	Expense Reimbursement	Family Resource Center	193
88488	6/19/08	Michael Long	First Aid Training	Family Resource Center	540
88638	6/30/08	National School District	Bus Transportation	Family Resource Center	148
88816	7/7/2008	Office Depot Business Services Division	Office Supplies	Family Resource Center	375
88497	6/19/08	Sombrero Mexican Food	Business/Expense Related	Family Resource Center	514
89049	7/17/08	NASFAA	Membership Dues	Financial Aid	2225
89026	7/16/08	Office Depot Business Services Division	Office Supplies	Financial Aid	497
89012	7/16/08	The Quill Corporation	Office Supplies	Financial Aid	243
88595	6/28/08	Supply Net Inc	Office Equipment Supplies	Financial Aid	472
88511	6/23/08	SWC California Student Aid	Cal Grant Liabilities	Financial Aid	145
88548	6/24/08	SWC Student FAF	Pell Institutional Liability	Financial Aid	117
88549	6/24/08	SWC Student FAF	Pell Institutional Liability	Financial Aid	554
88534	6/24/08	U.S. Bank	Institutional Liabilities	Financial Aid	184
88533	6/24/08	Wells Fargo	Institutional Liabilities	Financial Aid	133
89035	7/17/08	Ca State Teachers' Retirement System	Fund Reimbursement	Fiscal Services	4862
88428	6/18/08	Experian	Credit Checking Service	Fiscal Services	35
88687	7/9/2008	Experian	Monthly Service	Fiscal Services	37
88814	7/7/2008	Messner & Hadley Lip	Audit for Fiscal Year 2007-2008	Fiscal Services	11998
88587	6/25/08	More Direct Inc	Computer Peripherals	Fiscal Services	83
88480	6/19/08	Sage Software Inc	Maintenance Renewal	Fiscal Services	1794
89022	7/16/08	State Board of Equalization	Use Tax Accrual 07/08	Fiscal Services	30028
88773	7/3/2008	SWC Campus Store	Cotop Allocation	Fiscal Services	105

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88524	6/24/08	SWC General Fund	Fund Reimbursement	Fiscal Services	33
89040	7/17/08	SWC General Fund	Setup "A-Tax"	Fiscal Services	286
88774	7/3/2008	SWC Student Services	Cotop Allocation	Fiscal Services	323
88631	6/30/08	David J. Agosto	Expense Reimbursement	Governing Board	69
88036	7/17/08	David J. Agosto	Expense Reimbursement	Governing Board	71
88853	7/8/2008	George Dominguez	Travel Reimbursement	Governing Board	205
88864	7/8/2008	Teresa P. Valledolid	Travel Reimbursement	Governing Board	205
88955	7/8/2008	Yolanda Salcido	Travel Reimbursement	Governing Board	205
89029	7/17/08	AFP	Membership	Grants	280
89108	7/21/08	AFP	Membership	Grants	280
88635	6/30/08	Federal Express	Express Postal Services	Grants	68
88574	6/25/08	Lauren Villarreal	Travel Reimbursement	Grants	15
88696	7/2/2008	Lauren Villarreal	Mileage Reimbursement	Grants	9
B1387	7/21/08	AA Equipment	Grounds Materials	Grounds	1000
88935	7/15/2008	Frazee Industries	Marking Paint	Grounds	7046
88627	6/30/08	Home Depot	Grounds Materials	Grounds	362
B1386	7/21/08	Hydro-Scape Products	Grounds Materials	Grounds	5000
88869	7/10/2008	Pave-Pro Construction, Inc.	Concrete Repairs	Grounds	3618
88816	6/23/08	Ricardo D. Garcia	Weed Control Services	Grounds	1200
88448	6/18/08	Robert E. Womack, J.	Expense Reimbursement	Grounds	90
89068	7/17/08	Golf Ventures West	Automotive Parts	Grounds	1860
89104	7/21/08	Lowe's	Laser Leveler	Grounds	505
89006	7/16/08	RCP Block & Brick, Inc.	Paving Stones	Grounds	3102
89084	7/16/08	Simplot Partners	Grounds Materials	Grounds	1343
89095	7/16/08	Turf Maker	Grounds Materials	Grounds	11048
88458	6/18/08	Edwards Cameron Medical Supply	Pamphlets	Health Services	110
88454	6/18/08	Glaxo Smithkline	Medical Supplies	Health Services	990
89094	7/21/08	HSACCC	Membership Dues	Health Services	75
B1383	7/16/08	American Red Cross	Training Certification Cards	HEC at National City	1500
88436	6/18/08	Barry D. Thiele	Expense Reimbursement	HEC at National City	30
89011	7/16/08	Burkhart Dental Supply Co	Dental Equipment Parts	HEC at National City	371
89090	7/21/08	Carolina Biological Supply Company	Scientific Supplies	HEC at National City	58
88515	6/23/08	CDW-G	Computer Peripherals	HEC at National City	525
88750	7/3/2008	Christine M. Perri	Mileage Reimbursement	HEC at National City	88
88781	7/3/2008	County of San Diego	Permit Renewal	HEC at National City	162
89009	7/16/08	Henry Schein Inc	Dental Equipment Parts	HEC at National City	150
B1382	7/16/08	Laerdal Medical Corp.	Training Certification Cards	HEC at National City	5000
88943	7/15/2008	Lakeshore Learning Materials	Educational Supplies	HEC at National City	117
89075	7/17/08	National School District	Bus Transportation	HEC at National City	112
88514	6/23/08	Southland Technology	Computer Peripherals	HEC at National City	296
88947	7/15/2008	Sterilizer Monitoring Systems	Medical Services	HEC at National City	556
89106	7/21/08	Willy's Electronic Supply Co., Inc.	Electronic Supplies	HEC at National City	154
88572	6/25/08	Alejandra Torres	Travel Reimbursement	HEC at Otay Mesa	108
88791	7/7/2008	Bizchair.Com	Dictionary Stand	HEC at Otay Mesa	201
89033	7/17/08	Bonita-Sunnyside Fire District	FTES Reimbursement	HEC at Otay Mesa	1866
89032	7/17/08	Chula Vista Fire Dept.	FTES Reimbursement	HEC at Otay Mesa	12338
89030	7/17/08	Coronado Fire Dept	FTES Reimbursement	HEC at Otay Mesa	3732
88446	6/18/08	CPS Security Solutions	Security Guard Services	HEC at Otay Mesa	2639
88842	7/8/2008	Denise A. Kohler	Travel Reimbursement	HEC at Otay Mesa	1325
88507	6/23/08	Eduardo A. Romero	Travel Reimbursement	HEC at Otay Mesa	16
88644	6/30/08	Gaumnard Scientific	Human Patient Simulator	HEC at Otay Mesa	47564
88560	6/24/08	Health Educational Consultants	Livescan Fingerprinting Services	HEC at Otay Mesa	1924
88782	7/3/2008	Larry Bradford & Associates	Office Name Inserts	HEC at Otay Mesa	23
88597	6/26/08	Maria E. Solis-Matson	Travel Reimbursement	HEC at Otay Mesa	73
88506	6/23/08	Maria L. Beltran	Travel Reimbursement	HEC at Otay Mesa	31
89031	7/17/08	National City Fire Dept	FTES Reimbursement	HEC at Otay Mesa	4410
88508	6/23/08	Norma A. Ortiz	Travel Reimbursement	HEC at Otay Mesa	179
88571	6/25/08	Rosa E. Jimenez	Travel Reimbursement	HEC at Otay Mesa	141
88513	6/23/08	Sehl Computer Products Inc	Computer Peripherals	HEC at Otay Mesa	388
88432	6/18/08	Southland Technology	Audio Headphones	HEC at Otay Mesa	120
88707	7/2/2008	Southland Technology	Wall Mount and Bracket	HEC at Otay Mesa	92
89037	7/17/08	Susan K. Schoenrock	Expense Reimbursement	HEC at Otay Mesa	73
88764	7/3/2008	SWC General Fund	Student Registration Fees SP/08	HEC at Otay Mesa	3950
88620	6/30/08	Tabitha L. Latnette	Travel Reimbursement	HEC at Otay Mesa	1390
88512	6/23/08	Troxell Communications	Audio Equipment	HEC at Otay Mesa	223
88520	6/23/08	Valeria F. Bolger	Expense Reimbursement	HEC at Otay Mesa	678
88531	6/24/08	Bob Destino	Printer Cartridges	Human Resources	767
88532	6/24/08	Eco Imaging Systems	Toner Cartridges	Human Resources	75
89048	7/17/08	Edmund Guerrero	Tuition Reimbursement	Human Resources	80
89067	7/17/08	Jackie L. Osborne	Travel Reimbursement	Human Resources	20
88484	6/19/08	Jobelephant.Com Inc	Employment Advertising	Human Resources	2378
88588	6/25/08	Jobelephant.Com Inc	Employment Advertising	Human Resources	2082
88639	6/30/08	Jobelephant.Com Inc	Employment Advertising	Human Resources	275
89047	7/17/08	Jobelephant.Com Inc	Employment Advertising	Human Resources	875
88510	6/23/08	Linda R. Jackson	Consulting Services	Human Resources	1820
88459	6/18/08	Scantron Corp.	Forms	Human Resources	1889
88783	7/3/2008	Southern 30	Dues	Human Resources	200
88901	7/10/2008	Unisource	Paper Supplies	Human Resources	9
88941	7/15/2008	Creallon Engine, L.L.C.	Computer Software	Instructional Support Services	189
88705	7/2/2008	Heidi A. Newhouse	Advance Travel Payment	Instructional Support Services	982
88575	6/25/08	VQS Enterprises	Course Catalog, 2008-209	Instructional Support Services	36023
88668	7/1/2008	Blackboard Inc	Maintenance TMS Hardware	Instructional Technology Support	69332
88689	7/1/2008	Blackboard Inc	Maintenance for Hosting OG	Instructional Technology Support	102800
88685	7/1/2008	Provost Systems	Maintenance Computer Software	Instructional Technology Support	30000
89082	7/21/08	Turf Maker	Horticulture Materials	Landscape & Nursery Technology	79
88647	6/30/08	Amazon.Com Credit	Publications	Library	2093
88640	6/30/08	Candice L. Custodio-Tan	Refund, Returned Book	Library	25
88475	6/19/08	Coutts Information Services	Publications	Library	660

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88636	6/24/08	Courts Information Services	Publications	Library	227
88487	6/19/08	EBSCO Industries Inc.	Subscription Renewal	Library	5300
88474	6/19/08	Superintendent of Documents	Subscription Renewal	Library	75
89076	7/17/08	West Group	Publications	Library	220
89069	7/17/08	Nolo	Publications	Library	23
88908	7/10/2008	Arctic Supply	HVAC Supplies	Maintenance	367
88997	7/16/08	Arctic Supply	HVAC Supplies	Maintenance	333
89006	7/16/08	Astro Mechanical Contractors Inc	HVAC System Additions	Maintenance	6680
88882	7/9/2008	Axces Industrial Supply Inc	Maintenance Supplies	Maintenance	541
88663	6/30/08	Aztac Technology Corp.	Container Rental	Maintenance	489
89063	7/17/08	Broding's Battery Warehouse	Automotive Parts	Maintenance	81
88431	6/18/08	California Electric Supply	Electrical Supplies	Maintenance	198
88645	6/30/08	California Electric Supply	Electrical Supplies	Maintenance	12
88710	7/2/2008	California Electric Supply	Electrical Supplies	Maintenance	350
88815	7/7/2008	California Electric Supply	Electrical Supplies and Equipment	Maintenance	3745
88828	7/8/2008	California Electric Supply	Electrical Supplies and Equipment	Maintenance	738
88081	7/18/08	California Electric Supply	Electrical Supplies	Maintenance	2953
88929	7/14/2008	California Metal Supply	Welding Supplies	Maintenance	486
89055	7/1/08	Carrier Corporations	Annual Service on Chillers	Maintenance	11032
89059	7/17/08	Cart Mart Inc.	Automotive Parts	Maintenance	49
88634	6/30/08	Chula Vista Alarm Co	Alarm Services	Maintenance	450
88499	6/19/08	Clark Security Products, Inc.	Key Blanks	Maintenance	338
89103	7/21/08	Clark Security Products, Inc.	Door Hardware	Maintenance	116
88789	7/7/2008	Design for Health Environmental Ser	Test Floor Tiles	Maintenance	50
88864	7/8/2008	Design for Health Environmental Ser	Remove Asbestos Floor Tiles & Carpet	Maintenance	1975
88479	6/19/08	Discount Box & Shipping Co.	Moving Boxes	Maintenance	489
88491	6/19/08	Dunn-Edwards Paints	Paint	Maintenance	798
88628	6/30/08	Dunn-Edwards Paints	Paint	Maintenance	132
88762	7/3/2008	Dunn-Edwards Paints	Paint	Maintenance	1655
88763	7/3/2008	Dunn-Edwards Paints	Paint	Maintenance	132
88819	6/27/08	Earle M. Jorgensen	Metal T-Bar	Maintenance	384
88900	7/10/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	445
89081	7/17/08	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	25
88740	7/3/2008	Frazee Industries	Paint	Maintenance	957
88794	7/7/2008	Freeway Tire Co.	Tires	Maintenance	496
88799	7/7/2008	Freeway Tire Co.	Tires	Maintenance	1259
89053	7/17/08	HD Supply	Pool Equipment	Maintenance	582
88449	6/18/08	Home Depot	Maintenance Supplies	Maintenance	314
88633	6/30/08	Home Depot	Maintenance Supplies	Maintenance	280
88641	6/30/08	Home Depot	Maintenance Supplies	Maintenance	73
88896	7/10/2008	Home Depot	Maintenance Supplies	Maintenance	182
88709	7/2/2008	IDN-West, Inc.	Yale Key Blanks	Maintenance	771
89001	7/16/08	J. A. Sexauer, Inc.	Plumbing Supplies	Maintenance	147
89060	7/17/08	J. A. Sexauer, Inc.	Plumbing Supplies	Maintenance	148
88945	7/15/2008	Jensen Drywall Inc	Install Wall with Door Opening	Maintenance	2285
88795	7/7/2008	Johnstone Supply	Maintenance Supplies	Maintenance	119
88886	7/9/2008	Knorr Systems	Maintenance Supplies	Maintenance	536
88891	7/9/2008	Knorr Systems	Maintenance Supplies	Maintenance	2203
88907	7/10/2008	Lincoln Commercial Pool Equipment	Pool Supplies	Maintenance	455
89072	7/17/08	Marco Company	Maintenance Supplies	Maintenance	48
89056	7/17/08	Mason's Saw & Lawn Mower	Automotive Parts	Maintenance	185
89058	7/17/08	Mason's Saw & Lawn Mower	Automotive Parts	Maintenance	926
88796	7/7/2008	Mc Master-Carr Supply Company	Maintenance Supplies	Maintenance	87
88692	7/1/2008	Mitchell 1	Maintenance On Demand Repair	Maintenance	2398
88802	7/7/2008	MSC Industrial Supply	Maintenance Supplies	Maintenance	487
88930	7/14/2008	MSC Industrial Supply	Maintenance Supplies	Maintenance	1085
88998	7/16/08	MSC Industrial Supply	Parts Cabinet	Maintenance	3057
88999	7/16/08	MSC Industrial Supply	Maintenance Supplies	Maintenance	416
81378	7/7/08	Napa Auto Parts Spring Valley	Open Order for Auto Parts and Supplies	Maintenance	7500
89013	7/16/08	Napa Auto Parts Spring Valley	Automotive Parts	Maintenance	151
89093	7/21/08	Pacific Parking Systems, Inc.	Parking Management System Parts	Maintenance	73
88530	6/24/08	Parion Hall Corp.	File Keys	Maintenance	66
88808	7/10/2008	Pioneer Research Corporation	En-Solv Degreaser	Maintenance	532
88858	7/8/2008	Quality Floors by George	Repair Carpet	Maintenance	250
88862	7/8/2008	Quality Floors by George	Replace Carpet	Maintenance	795
89004	7/16/08	R.J. Safety Supply Co.	Safety Supplies	Maintenance	76
88731	7/2/2008	Regency Lighting	Electrical Supplies	Maintenance	1034
88824	7/8/2008	San Diego Pump Inc.	Repair Pump	Maintenance	773
88023	7/16/08	Snap-On Industrial	Hand Tools	Maintenance	163
88451	6/18/08	Stanley Access Tech Lic	Door Repair, Bldg. 600	Maintenance	817
89054	7/1/08	Stanley Access Tech Lic	Annual Electric Door Service	Maintenance	6426
81377	7/7/08	The SoCo Group, Inc.	Open Order for Bulk Fuel	Maintenance	40000
89100	7/1/08	Tri-Signal Integration, Inc	Annual Fire Safety Service and Testing	Maintenance	10210
88859	7/8/2008	US Concrete Precast Group	Cement Meter Lids	Maintenance	581
89003	7/16/08	Waxie Sanitary Supply	Janitorial Supplies	Maintenance	41
88846	6/30/08	Western Pump Inc	Inspection Services, Storage Tanks	Maintenance	751
88924	7/14/2008	Cecilia A. Almaraz	Mileage Reimbursement	Office Support Services	4
88812	7/7/2008	Fedex Kinko's	Printing and Binding Services	Office Support Services	1010
88790	7/7/2008	Presstek Inc.	Print shop Supplies	Office Support Services	111
88488	6/19/08	U.S. Postal Service	Bulk Mail Account Replenishment	Office Support Services	638
88589	6/25/08	U.S. Postal Service	Bulk Mail Account Replenishment	Office Support Services	29362

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88579	6/25/08	William Watts	Postage Consulting Services	Office Support Services	8468
88465	6/18/08	The Resource Network	Blackboard Reference Cards	Online Learning	378
88482	6/19/08	CV Graphics and Printing	Printing Setup for Newsletter	Outreach	200
89034	7/17/08	Gonzalo J. Quintero	Expense Reimbursement	Outreach	308
88844	7/8/2008	Gonzalo J. Quintero	Travel Reimbursement	Outreach	972
88843	7/8/2008	Jenny D. Marasigan	Travel Reimbursement	Outreach	872
88946	7/15/2008	San Diego Jump Company	Survivor Obstacle Course	Outreach	510
89052	7/1/08	Pacific Parking Systems, Inc.	Annual Service on Parking Dispensers	Parking Service	6492
88528	6/24/08	Phoenix Group	Parking Citation Processing	Parking Service	1142
88529	6/24/08	Phoenix Group	Parking Citation Processing	Parking Service	562
88776	7/3/2008	Brenda E. Mora	Returned ACH Account	Payroll	3101
81376	7/3/08	California Schools Dental Coalition	Delta Dental Monthly Contribution	Payroll	750584
88775	7/3/2008	Claudia Acosta	Returned ACH Account	Payroll	531
88849	7/8/2008	Diana Diaz	Travel Reimbursement	Payroll	25
88897	7/10/2008	James R. Pace	Overage Warrant	Payroll	23
88902	7/10/2008	Lori A. Gorton	Mileage Reimbursement	Payroll	35
88903	7/10/2008	Lori A. Gorton	Mileage Reimbursement	Payroll	49
88777	7/3/2008	Maria B. Constain	Returned ACH Account	Payroll	4986
89041	7/17/08	Oscar Rosales	Expense Reimbursement	Payroll	144
88865	7/8/2008	Pacificare Behavioral Health	EAP Billing for March	Payroll	1615
88547	6/24/08	Retired Employee	Medicare Part B Reimbursement	Payroll	54
88071	7/17/08	Retired Employee	Medicare Part B Reimbursement	Payroll	1921
88074	7/17/08	Retired Employee	Medicare Part B Reimbursement	Payroll	835
88102	7/21/08	Retired Employee	Medicare Part B Reimbursement	Payroll	167
88042	7/17/08	SWC General Fund	Setup "A-Tax"	Payroll	3112
88898	7/10/2008	The Estate of Barbara Hampson	Employee's Wages	Payroll	1971
88573	6/25/08	Veronica Abitia-Rubio	Travel Reimbursement	Payroll	27
88735	7/1/2008	3M Corporation	Annual Book Check	Purchasing	2576
88934	7/1/2008	AFIX Technologies	Annual Afix Tracker	Purchasing	750
88734	7/1/2008	Agricultural Pest Control Serv	Annual Pest Control	Purchasing	3200
88879	7/1/2008	Allied Waste Services	Annual for Waste Removal	Purchasing	84085
88826	7/1/2008	Astro Mechanical Contractors	Annual A/C units	Purchasing	10457
88942	7/1/2008	Autodesk, Inc.	Annual Autodesk Design Institute	Purchasing	20467
88832	7/1/2008	Blackbaud	Annual General Ledger 7	Purchasing	4816
88744	7/1/2008	California Comfort Systems Usa	Annual Roof Top Gas Units	Purchasing	2040
88447	6/18/08	California Electric Supply	Electrical Supplies	Purchasing	174
88911	7/1/2008	Card Integrators	Annual ID Card System	Purchasing	1280
88741	7/1/2008	Chula Vista Alarm Co	Annual Alarm Monitoring Art Gallery	Purchasing	700
88872	7/1/2008	College Source	Annual Subscription	Purchasing	3927
88739	7/1/2008	Computer Protection Technology	Annual Mitsubishi UPS	Purchasing	2265
88870	7/1/2008	Copy Link, Inc.	Maintenance Copiers	Purchasing	155190
88973	7/1/2008	Core Technology Corp	Annual Computer Software	Purchasing	252
88780	7/1/2008	Davies-Black Publishing	Annual Site License	Purchasing	195
88852	6/30/08	Debbie P. Trujillo	Overage Warrant Re-issue	Purchasing	795
88761	7/1/2008	DIVR Systems, Inc.	Maintenance Main Camera Server	Purchasing	1739
88910	7/1/2008	EDCo Disposal Corp	Waste Removal at National City	Purchasing	11840
88737	7/1/2008	Environmental Systems Products Inc.	Annual ASM Analyzer	Purchasing	3324
88878	7/1/2008	Equipsoft	Annual Computer Software	Purchasing	245
88671	7/1/2008	Escape Technology	Maintenance Inventory Program	Purchasing	1072
88835	7/1/2008	EUREKA	Annual Computer Software	Purchasing	749
88922	7/1/2008	Faronics Technologies Inc.	Annual Deep Freeze	Purchasing	2343
88664	7/1/2008	FCCC	Maintenance Fusion	Purchasing	12467
88800	7/1/2008	FCCC	Annual Computer Software	Purchasing	84923
88747	7/1/2008	General Binding Corporation	Annual Electric Punch	Purchasing	1005
88716	7/1/2008	Greenleaf Compaction	Maintenance on Compactor	Purchasing	5280
88667	7/1/2008	Harland Technology Services	Annual Scantron Equipment	Purchasing	25383
88717	7/1/2008	Hawthorne Machinery Co.	Maintenance Forklift Equipment	Purchasing	2240
88718	7/1/2008	Honeywell Inc.	Maintenance Controls & Software	Purchasing	134934
88719	7/1/2008	Hufoor Airwall	Maintenance Partition Air walls	Purchasing	4258
88720	7/1/2008	Inter-Met, Inc.	Annual Removal Spent Photo Fixer	Purchasing	655
88787	7/1/2008	International Teaching Systems	Annual Computer Software	Purchasing	5954
88522	6/24/08	Jack S. Ezro	Travel Reimbursement	Purchasing	38
88931	7/1/2008	Joe Garrison Piano Service	Annual Piano Tuning	Purchasing	11400
88722	7/1/2008	Litho Equipment Service	Annual AB Dink Offset Printer	Purchasing	5281
88723	7/1/2008	Martinizing Dry Cleaning	Annual Uniform Dry Cleaning	Purchasing	10000
88730	7/1/2008	Mckinley Equipment Corp.	Annual Kelley Dook leveler	Purchasing	700
88725	7/1/2008	Mhz Communications	Maintenance Olay Mountain Repeater	Purchasing	6360
88877	7/1/2008	Mitsubishi Electric	Maintenance Elevators Olay Mesa	Purchasing	10800
88721	7/1/2008	Neopost	Maintenance Mail Machine	Purchasing	4258
88909	7/1/2008	Nova Voice & Data Systems	Annual Voice Mail System	Purchasing	4212
88679	7/1/2008	Oce	Maintenance Blueprint Copier	Purchasing	2083
88729	7/1/2008	Partnerships With Industry	Annual Workforce Assistance Program	Purchasing	68400
88748	7/1/2008	Peak Technologies, Inc.	Annual Pressure Seal System	Purchasing	1802
88758	7/1/2008	PeopleAdmin Inc	Annual Computer Software	Purchasing	7400
88715	7/1/2008	Print Finishing Solutions	Maintenance Bourg Collator System	Purchasing	3125
88726	7/1/2008	Prudential Overall Supply	Annual Mops, Mats, and Shop Towels	Purchasing	25900
88738	7/1/2008	R.J. Donovan Correctional Facility	Annual Inmate Work Crews	Purchasing	99939
88727	7/1/2008	Rayne Water Conditioning	Annual Soft Water Service	Purchasing	869
88728	7/1/2008	Rochester Midland Corp	Annual Sanoor Deodorizing Service	Purchasing	2974
88890	7/1/2008	Safety Kleen	Annual Kleen Parts Washer	Purchasing	16780
88912	7/1/2008	San Diego Pest Control	Annual for Pest Control	Purchasing	20620

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88753	7/1/2008	SARS Software Products Inc	Annual Sars Grid	Purchasing	5940
88752	7/1/2008	Sassafras Software	Annual Computer Software	Purchasing	956
88751	7/1/2008	Scantron Corp.	Annual Computer Software	Purchasing	397
88732	7/1/2008	Siemens Enterprise Networks LLC	Maintenance Smart Serve Support	Purchasing	55505
88770	7/1/2008	Siemens Water Technologies Corp.	Annual Deionizer Service	Purchasing	788
88838	7/1/2008	Sirsi Dynix Corporation	Annual Computer Software	Purchasing	7122
88848	7/1/2008	Softshare, Inc	Annual Hosting Fee for Webcats	Purchasing	3625
88672	7/1/2008	Sonitrol	Maintenance Burglary Monitoring	Purchasing	36432
88658	7/1/2008	Southland Technology	Maintenance Symantec	Purchasing	54786
88660	7/1/2008	Southland Technology	Maintenance Virus Defense	Purchasing	48605
88661	7/1/2008	Southland Technology	Microsoft Campus Agreement	Purchasing	40204
88667	7/1/2008	Southland Technology	Maintenance Projector Service	Purchasing	17900
88874	7/1/2008	Southland/Cisco	Annual Smartnet Contract	Purchasing	70074
88875	7/1/2008	Southland/UPS	Annual APC	Purchasing	8216
88919	7/1/2008	Spanky's Portable Services	Annual Portable Toilets	Purchasing	10800
88768	7/1/2008	Spitz, Inc.	Annual Planetarium Instrument	Purchasing	4987
88870	7/1/2008	Sterilizer Technical Specialists, Inc.	Annual Amisco Autoclave	Purchasing	3084
88767	7/1/2008	Stormwater Maintenance Company	Annual Storm Drains	Purchasing	3300
88736	7/1/2008	The Dumbell Man Fitness Equipment	Annual Fitness Equipment	Purchasing	1400
88746	7/1/2008	The Graham Company	Annual Lighting Inverter System	Purchasing	4800
88500	6/19/08	The San Diego Daily Transcript	Legal Ad, Notice to Bidder	Purchasing	128
88766	7/1/2008	Tomark Sports, Inc.	Annual Gym Bleachers Service	Purchasing	2400
88759	7/1/2008	Training Innovations Inc	Annual Computer Software	Purchasing	575
88755	7/1/2008	Two-Ten Health Limited	Annual Computer Software	Purchasing	4500
88452	6/18/08	United Parcel Service	Parcel Services	Purchasing	50
88493	6/19/08	United Parcel Service	Parcel Services	Purchasing	39
88869	7/1/2008	Varian	Maintenance Spectra Spectrometer	Purchasing	5815
88754	7/1/2008	VIASINC	Annual Computer Software	Purchasing	1000
88918	7/1/2008	Vinyard Doors, Inc.	Annual Sectional Doors	Purchasing	1090
88913	7/1/2008	Xerox Corp.	Annual Xerox Copier Printer	Purchasing	10470
88914	7/1/2008	Xerox Corp.	Annual Xerox Printing System	Purchasing	91651
88496	6/19/08	Enrique Davalos	Expense Reimbursement	Risk Management	35
88495	6/19/08	Janelle C. Williams Melendrez	Expense Reimbursement	Risk Management	21
88498	6/19/08	Keenan and Associates	PIP Installment Payment, 08/09	Risk Management	201689
88494	6/19/08	Mark W. Schweigert	Expense Reimbursement	Risk Management	305
88780	7/3/2008	Youth Insurance Agency, Inc.	Student Insurance 2008-2009	Risk Management	130221
B1379	7/8/08	Mission Linen & Uniform Service	Open Order for Uniform Cleaning	ROP	1400
89068	7/1/08	City of Chula Vista	Alarm Permit Fee	Safety	100
88453	6/18/08	Clean Harbors	Biological Waste Disposal	Safety	220
88626	6/30/08	J.Rhoades Ergonomic Consulting	Consulting Services	Safety	300
89107	7/2/08	Jennifer James-Simmonson	Ergonomic Office Accessories	Safety	1213
88894	7/10/2008	More Direct Inc	Computer Peripherals	Safety	91
89051	7/1/08	Occupational Services Inc	Annual Fume Hood Certification	Safety	1850
88480	6/18/08	Pacific Ergonomics	Ergonomic Office Equipment	Safety	319
88627	7/8/2008	So Cal Fire & Safety	Safety Seals for Fire Extinguishers	Safety	54
89002	7/16/08	Jennifer James-Simmonson	Ergonomic Office Accessories	Safety	110
88592	6/28/08	Curt Stanley	Promotional Supplies	SBDC	787
88540	6/24/08	Debbie P. Trujillo	Expense Reimbursement	SBDC	108
88541	6/24/08	Dorothy S. Palmer	Expense Reimbursement	SBDC	17
88542	6/24/08	Federal Express	Express Postal Services	SBDC	17
88537	6/24/08	MCC Foundation	SBDC Payment, Sub-Recipient Agreement	SBDC	50685
88925	7/14/2008	Michael V. Keith	Travel Reimbursement	SBDC	200
88439	6/18/08	Office Depot Business Services Division	Office Supplies	SBDC	88
88539	6/24/08	Federal Express	Express Postal Services	SBDC	38
88698	7/2/2008	Victor Castillo	Mileage Reimbursement	SBDC	384
88544	6/24/08	VIP World Inc	Business/Expense Related	SBDC	381
88535	6/24/08	Corey L. Breininger	Expense Reimbursement	School of Applied Technology & Learning Assistance	71
88501	6/19/08	David M. Preciado	Expense Reimbursement	School of Applied Technology & Learning Assistance	80
88429	6/18/08	Jose A. Ibarra	Expense Reimbursement	School of Applied Technology & Learning Assistance	224
89091	7/21/08	Mc Master-Carr Supply Company	Maintenance Supplies	School of Applied Technology & Learning Assistance	151
B1371	6/25/08	Mission Linen & Uniform Service	Uniform Cleaning Services	School of Applied Technology & Learning Assistance	1000
B1372	6/28/08	Mission Linen & Uniform Service	Uniform Cleaning Services	School of Applied Technology & Learning Assistance	839
88441	6/18/08	Patricia U. Axsom	Expense Reimbursement	School of Applied Technology & Learning Assistance	136
88442	6/18/08	SWC Cafeteria	Business/Expense Related	School of Applied Technology & Learning Assistance	20
88481	6/19/08	West Group	Publications	School of Applied Technology & Learning Assistance	214
88598	6/26/08	Advanced Web Offset	SWC Sun, Printing	School of Arts & Communication	2796
89038	7/17/08	Apple Computer, Inc.	Computer Systems	School of Arts & Communication	16904
88565	6/24/08	B & H Photo Video, Inc.	Audio/Video Equipment	School of Arts & Communication	8804
88509	6/23/08	Chicago South Loop Hotel	Lodging, Journalism Conference	School of Arts & Communication	1431
88430	6/18/08	Columbia Scholastic Press Association	Membership Fee	School of Arts & Communication	455
88939	7/15/2008	Guitar Center, Inc.	Expansion Cards	School of Arts & Communication	2028
88424	6/18/08	JACC	Entry Fee, Journalism Contest	School of Arts & Communication	50
89060	7/17/08	Keyboard Concepts, Inc.	Grand Piano	School of Arts & Communication	34060
88438	6/18/08	Lisa N. Spellman	Expense Reimbursement	School of Arts & Communication	114
88434	6/18/08	Max G. Branscomb, II	Expense Reimbursement	School of Arts & Communication	321
88457	6/18/08	MCPc	Toner Cartridges	School of Arts & Communication	20
88695	7/1/2008	Ross Video Limited	Maintenance Video Projection Synergy	School of Arts & Communication	1650
88566	6/24/08	Southland Technology	Audio/Video Equipment	School of Arts & Communication	22321
88564	6/24/08	Troxell Communications	Audio/Video Equipment	School of Arts & Communication	35434
88871	7/9/2008	US Markerboard	Marker board	School of Arts & Communication	598
88700	7/2/2008	Viara Giraffe	Mileage Reimbursement	School of Behavioral & Social Sciences	194

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88557	6/24/08	Aspen Publishers, Inc.	Publications	School of Business & Information Systems	600
88556	6/24/08	Frank Palano	Expense Reimbursement	School of Business & Information Systems	21
88561	6/24/08	Irma J. Alvarez	Expense Reimbursement	School of Business & Information Systems	166
88562	6/24/08	Irma J. Alvarez	Expense Reimbursement	School of Business & Information Systems	53
88749	7/1/2008	Sigmanet	Annual Netlab	School of Business & Information Systems	2395
88558	6/24/08	West Group	Publications	School of Business & Information Systems	304
88559	6/24/08	West Group	Publications	School of Business & Information Systems	211
88825	7/6/2008	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Business & Information Systems	255
88505	6/23/08	Beatrice Z. Zamora-Aguilar	Travel Reimbursement	School of Counseling & Personal Development	213
89020	7/16/08	American Council on Exercise	Training Manuals	School of Health Exercise Science & Athletics	791
89097	7/21/08	Community College League of Ca	Membership Dues	School of Health Exercise Science & Athletics	8340
89067	7/17/08	Jennifer L. Harper	Expense Reimbursement	School of Health Exercise Science & Athletics	275
88538	6/24/08	Jose S. Islas	Expense Reimbursement	School of Health Exercise Science & Athletics	20
89077	7/17/08	SBF Supply	Athletic Uniforms	School of Health Exercise Science & Athletics	1091
89064	7/17/08	Sportland Team Sports	Athletic Uniforms	School of Health Exercise Science & Athletics	597
89007	7/16/08	Sun Diego Charter	Charter Bus Service	School of Health Exercise Science & Athletics	4304
88905	7/10/2008	Berry's Athletic Supply	Athletic Supplies and Equipment	School of Health, Exercise Science & Athletics	2674
88909	7/7/2008	CCCFA	Membership	School of Health, Exercise Science & Athletics	145
88916	7/11/2008	Next Day Printed Tees	T-Shirts	School of Health, Exercise Science & Athletics	303
88771	7/3/2008	Pacific Coast Conference	Memberships	School of Health, Exercise Science & Athletics	7330
88830	7/8/2008	Salt Creek Golf Club	Range and Ball Fee for Golf Class	School of Health, Exercise Science & Athletics	1260
88778	7/3/2008	Southern Calif. Football Assoc.	Membership	School of Health, Exercise Science & Athletics	2000
88917	7/11/2008	Tennis Warehouse	Athletic Supplies and Equipment	School of Health, Exercise Science & Athletics	1103
88503	6/23/08	Fredric J. Ball	Travel Reimbursement	School of Languages	18
88525	6/30/08	Fredric J. Ball	Travel Reimbursement	School of Languages	100
88504	6/23/08	Joel M. Levine, Ed.D.	Travel Reimbursement	School of Languages	36
88518	6/23/08	Network Interpreting Service	Interpreting Services	School of Languages	268
88463	6/16/08	The Cambridge Stratford	Publications	School of Languages	776
88703	7/2/2008	Adrian DelRio	Advance Travel Payment	School of Languages & Humanities	565
88714	7/2/2008	Alejandro L. Orozco	Travel Reimbursement	School of Languages & Humanities	515
88784	7/3/2008	American Express	Airfare	School of Languages & Humanities	35
88846	7/8/2008	Angellna Stuart	Travel Reimbursement	School of Languages & Humanities	87
88840	7/8/2008	Brittney D. Palmer	Travel Reimbursement	School of Languages & Humanities	505
88839	7/8/2008	Carol M. Stuardo	Travel Reimbursement	School of Languages & Humanities	150
88841	7/8/2008	Cassia C. De Abreu	Travel Reimbursement	School of Languages & Humanities	785
88711	7/2/2008	Cheryl A. Norton	Travel Reimbursement	School of Languages & Humanities	505
88837	7/8/2008	Cheryl D. Johnson	Travel Reimbursement	School of Languages & Humanities	505
88704	7/2/2008	Christopher S. Debauche	Advance Travel Payment	School of Languages & Humanities	515
88708	7/2/2008	Eileen Zamora	Travel Reimbursement	School of Languages & Humanities	505
88821	7/7/2008	Joel M. Levine, Ed.D.	Travel Reimbursement	School of Languages & Humanities	505
88938	7/15/2008	Susan A. Brenner	Travel Reimbursement	School of Languages & Humanities	855
88836	7/8/2008	Sylvia H. Garcia-Navarrete	Travel Reimbursement	School of Languages & Humanities	505
88706	7/2/2008	Yuki Yamamoto	Travel Reimbursement	School of Languages & Humanities	505
88662	7/1/2008	Agilent Technologies	Maintenance Petrochemical Bundle	School of Math Science & Engineering	8846
89066	7/18/08	Biorad Laboratories	Scientific Supplies	School of Math Science & Engineering	1850
88826	7/8/2008	Copy Link, Inc.	Scanning and Set up for Copier	School of Math Science & Engineering	700
88940	7/15/2008	Creation Engine, L.L.C.	Computer Software	School of Math Science & Engineering	2383
88745	7/3/2008	Dell Marketing L.P.	Audio and Video Equipment	School of Math Science & Engineering	817
89000	7/16/08	Dell Marketing L.P.	Computer System	School of Math Science & Engineering	3790
81373	7/2/08	Five Star Gas and Gear	Open order for Liquid Helium	School of Math Science & Engineering	5000
88837	6/30/08	Jonathan A. Atwater, Ph.D	Expense Reimbursement	School of Math Science & Engineering	444
88678	7/1/2008	LI-COR Inc	Maintenance DNA Analyzer	School of Math Science & Engineering	4700
88621	6/30/08	Linda Jones, D.C.	Expense Reimbursement	School of Math Science & Engineering	15
88623	6/30/08	Lourdes Sevilla	Expense Reimbursement	School of Math Science & Engineering	150
88622	6/30/08	Richard A. Fielding	Expense Reimbursement	School of Math Science & Engineering	199
88629	7/8/2008	Science Service Inc.	Subscription	School of Math Science & Engineering	38
88521	6/24/08	Shery G. Medler	Travel Reimbursement	School of Math Science & Engineering	793
88636	6/30/08	Skillpath Seminars	Publications	School of Math Science & Engineering	35
89109	7/21/08	Spectra	Custom Stamp	School of Math Science & Engineering	30
88526	6/24/08	Theodore R. Niles	Biological Supplies	School of Math Science & Engineering	109
88568	6/24/08	VWR International	Scientific Supplies	School of Math Science & Engineering	18
89087	7/18/08	VWR International	Scientific Supplies	School of Math Science & Engineering	1754
89086	7/18/08	VWR International	Scientific Supplies	School of Math Science & Engineering	4789
89089	7/18/08	VWR International	Scientific Supplies	School of Math Science & Engineering	2016
88701	7/2/2008	WestAir Gases and Equipment Inc	Gases	School of Math Science & Engineering	686
88684	7/1/2008	Alidata	Maintenance Computer Software	School of Tech & Human Services	975
88948	7/15/2008	Aminata B. Ahmad	Student Stipend Training Consortium	School of Tech & Human Services	70
88988	7/15/2008	Antoniette G. Rodriguez	Student Stipend Training Consortium	School of Tech & Human Services	60
88984	7/15/2008	Arianna L. Portillo	Student Stipend Training Consortium	School of Tech & Human Services	30
88952	7/15/2008	Blanca Camacho	Student Stipend Training Consortium	School of Tech & Human Services	90
88977	7/15/2008	Carmen A. Noriega	Student Stipend Training Consortium	School of Tech & Human Services	70
88965	7/15/2008	Carolina Gutierrez-Pacheco	Student Stipend Training Consortium	School of Tech & Human Services	140
88951	7/15/2008	Claudia E. Calvert	Student Stipend Training Consortium	School of Tech & Human Services	30
88834	7/8/2008	David M. Preciado	Travel Reimbursement	School of Tech & Human Services	406
88968	7/15/2008	Dayamina Lopez	Student Stipend Training Consortium	School of Tech & Human Services	60
88974	7/15/2008	Edith F. Miranda	Student Stipend Training Consortium	School of Tech & Human Services	60
88981	7/15/2008	Elizabeth Padilla	Student Stipend Training Consortium	School of Tech & Human Services	80
88986	7/15/2008	Elizabeth Ramirez	Student Stipend Training Consortium	School of Tech & Human Services	120
88962	7/15/2008	Elke A. Estrada	Student Stipend Training Consortium	School of Tech & Human Services	40
88989	7/15/2008	Erica J. Rodriguez	Student Stipend Training Consortium	School of Tech & Human Services	60
88958	7/15/2008	Esmeralda G. Cortez	Student Stipend Training Consortium	School of Tech & Human Services	70

**SWC PURCHASE ORDER / BLANKET ORDER REPORT**  
**BOARD DATE AUGUST 13, 2008**  
**SORTED BY DEPARTMENT**

88978	7/15/2008	Esmeralda Morales	Student Stipend Training Consortium	School of Tech & Human Services	100
88984	7/15/2008	Eva Gallardo	Student Stipend Training Consortium	School of Tech & Human Services	60
88978	7/15/2008	Gloria R. Nunez	Student Stipend Training Consortium	School of Tech & Human Services	60
88967	7/15/2008	Giselda Hultquez	Student Stipend Training Consortium	School of Tech & Human Services	40
88980	7/15/2008	Giselle E. Davila	Student Stipend Training Consortium	School of Tech & Human Services	30
88983	7/15/2008	Irene Parra	Student Stipend Training Consortium	School of Tech & Human Services	70
88971	7/15/2008	Jessica Q. Manalansan	Student Stipend Training Consortium	School of Tech & Human Services	40
88955	7/15/2008	Karen Choat	Student Stipend Training Consortium	School of Tech & Human Services	90
88979	7/15/2008	Kathia Y. Ortega	Student Stipend Training Consortium	School of Tech & Human Services	30
88972	7/15/2008	Laura Mancillas	Student Stipend Training Consortium	School of Tech & Human Services	30
88990	7/15/2008	Lorena F. Rubio	Student Stipend Training Consortium	School of Tech & Human Services	60
88986	7/15/2008	Lorena I. Hagle	Student Stipend Training Consortium	School of Tech & Human Services	30
88986	7/15/2008	Lorraine M. Ramos	Student Stipend Training Consortium	School of Tech & Human Services	60
88950	7/15/2008	Lucia Bonillas	Student Stipend Training Consortium	School of Tech & Human Services	50
88953	7/15/2008	Luis J. Canett	Student Stipend Training Consortium	School of Tech & Human Services	60
88958	7/15/2008	Lydia Corona	Student Stipend Training Consortium	School of Tech & Human Services	30
88954	7/15/2008	Maria Canett	Student Stipend Training Consortium	School of Tech & Human Services	60
88995	7/15/2008	Maria I. Jaramillo	Student Stipend Training Consortium	School of Tech & Human Services	30
88970	7/15/2008	Maria Mallard-Rodriguez	Student Stipend Training Consortium	School of Tech & Human Services	30
88975	7/15/2008	Marisel O. Montoy	Student Stipend Training Consortium	School of Tech & Human Services	60
88993	7/15/2008	Mark A. Sotomayor	Student Stipend Training Consortium	School of Tech & Human Services	60
88991	7/15/2008	Martin O. Sanchez	Student Stipend Training Consortium	School of Tech & Human Services	120
88949	7/15/2008	Miren L. Algori	Student Stipend Training Consortium	School of Tech & Human Services	100
88996	7/15/2008	Monalisa Terrazas	Student Stipend Training Consortium	School of Tech & Human Services	60
88994	7/15/2008	Monica E. Tamayo	Student Stipend Training Consortium	School of Tech & Human Services	50
88973	7/15/2008	Nancy Mejia	Student Stipend Training Consortium	School of Tech & Human Services	70
88982	7/15/2008	Norma I. Padilla	Student Stipend Training Consortium	School of Tech & Human Services	60
88969	7/15/2008	Nuplce P. Maldonado	Student Stipend Training Consortium	School of Tech & Human Services	100
88987	7/15/2008	Penny J. Rockwell	Student Stipend Training Consortium	School of Tech & Human Services	60
88956	7/15/2008	Sofia Contreras	Student Stipend Training Consortium	School of Tech & Human Services	60
88963	7/15/2008	Susana Flores	Student Stipend Training Consortium	School of Tech & Human Services	110
88992	7/15/2008	Tania Silva	Student Stipend Training Consortium	School of Tech & Human Services	120
88981	7/15/2008	Xochitl Y. Enciso	Student Stipend Training Consortium	School of Tech & Human Services	30
88980	7/15/2008	Zila E. Ortiz	Student Stipend Training Consortium	School of Tech & Human Services	90
B1375	7/2/08	AT&T/MCI	Open Order for Telephone Utilities	SDCOC	1500
88691	7/1/2008	Comtech Management Systems	Bld Matching Subscription	SDCOC	6825
88594	6/28/08	Dell Marketing L.P.	Toner Cartridges	SDCOC	184
88683	6/24/08	James G. Schallin	Expense Reimbursement	SDCOC	146
88589	6/25/08	James G. Schallin	Travel Reimbursement	SDCOC	115
88697	7/2/2008	James G. Schallin	Travel Reimbursement	SDCOC	31
B1374	7/2/08	Point Loma Nazarene University	Open Order for Office Lease	SDCOC	8818
88570	6/25/08	Timothy Warren	Travel Reimbursement	SDCOC	51
88470	8/18/08	George L. Bonilla	Travel Reimbursement	Staff Development	85
88462	6/18/08	Master Recording Supply	Media Printer	Staff Development	2884
89016	7/16/08	NISOD	Membership	Staff Development	975
88856	7/8/2008	Community College League of Ca	Conference Registration Fees	Student Activities	205
89079	7/18/08	Community College League of Ca	Conference Registration	Student Activities	205
88817	7/7/2008	Office Depot Business Services Division	Office Supplies	Student Activities	362
88819	7/7/2008	Office Depot Business Services Division	Office Supplies	Student Activities	698
88811	7/7/2008	NCCHC	Membership	Student Affairs	125
88632	6/30/08	Sehl Computer Products Inc	Computer Peripherals	Student Affairs	606
88489	6/18/08	Strata Information Group	Professional Services	Student Affairs	23490
88880	7/9/2008	Michele M. Dawson	Travel Reimbursement	Student Employment Services	22
89045	7/17/08	ACCJC	Membership Fee, 08/09	Superintendent/President	16623
89105	7/21/08	Community College League of Ca	Subscription	Superintendent/President	1500
88807	7/7/2008	Dell Marketing L.P.	Office Supplies	Superintendent/President	365
89046	7/17/08	Imperial Beach Chamber of Comm	Membership Renewal	Superintendent/President	80
88648	6/30/08	MCPc	Toner Cartridges	Superintendent/President	656
89043	7/17/08	National City Chamber of Commerce	Membership Renewal	Superintendent/President	100
89044	7/17/08	Otay Mesa Chamber of Commerce	Membership Renewal	Superintendent/President	75
88578	6/25/08	Rutan & Tucker LLP	Legal Services	Superintendent/President	5845
89096	7/21/08	South County Economic Devel. Council	Sponsorship	Superintendent/President	198
88779	7/3/2008	American Express	Airfare	Various	3421
88785	7/7/2008	American Express	Airfare	Various	408
88857	7/8/2008	Dell Marketing L.P.	Office Supplies	Various	65
88440	6/18/08	Office Depot Business Services Division	Office Supplies	Various	2181
88473	6/19/08	Office Depot Business Services Division	Office Supplies	Various	1208
88808	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	520
88810	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	824
88818	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	374
88820	7/7/2008	Office Depot Business Services Division	Office Supplies	Various	775
88915	7/11/2008	Office Depot Business Services Division	Office Supplies	Various	238
89021	7/18/08	Office Depot Business Services Division	Office Supplies	Various	1833
89024	7/18/08	Office Depot Business Services Division	Office Supplies	Various	1583
89025	7/18/08	Office Depot Business Services Division	Office Supplies	Various	392
89027	7/18/08	Office Depot Business Services Division	Office Supplies	Various	1327
89028	7/18/08	Office Depot Business Services Division	Office Supplies	Various	878
89082	7/18/08	Office Depot Business Services Division	Office Supplies	Various	635
88468	6/18/08	SWC Campus Store	Bookstore Merchandise	Various	4631
88582	6/25/08	SWC Campus Store	Bookstore Merchandise	Various	1606
88642	6/30/08	SWC Campus Store	Bookstore Merchandise	Various	9237

**SWC PURCHASE ORDER / BLANKET ORDER REPORT**  
**BOARD DATE AUGUST 13, 2008**  
**SORTED BY DEPARTMENT**

88724	7/1/2008	Void	Void	Void	0
88733	7/1/2008	Void	Void	Void	0
88713	7/2/2008	Void	Void	Void	0
88765	7/3/2008	Void	Void	Void	0
88769	7/3/2008	Void	Void	Void	0
88772	7/3/2008	Void	Void	Void	0
88797	7/7/2008	Void	Void	Void	0
88804	7/7/2008	Void	Void	Void	0
88833	7/8/2008	Void	Void	Void	0
88845	7/8/2008	Void	Void	Void	0
88851	7/8/2008	Void	Void	Void	0
88868	7/8/2008	Void	Void	Void	0
81380	7/8/08	Void	Void	Void	0
88876	7/9/2008	Void	Void	Void	785
88883	7/9/2008	Void	Void	Void	0
88884	7/9/2008	Void	Void	Void	0
88885	7/9/2008	Void	Void	Void	0
88904	7/10/2008	Void	Void	Void	0
88920	7/14/2008	Void	Void	Void	0
88921	7/14/2008	Void	Void	Void	0
88923	7/14/2008	Void	Void	Void	0
88932	7/14/2008	Void	Void	Void	0
88957	7/15/2008	Void	Void	Void	0
89098	7/21/08	Void	Void	Void	0
88798	7/7/2008	IPS	Paper Supplies	VTEA	1263
88938	7/15/2008	Complete Office	Office Supplies	Warehouse	103
88581	6/25/08	Digital I/O Lic	Office Equipment Repair	Warehouse	1470
88450	6/18/08	Donald L. Theriault, J.	Hand-held Radio Repair	Warehouse	163
89038	7/17/08	Donald L. Theriault, J.	Two-way Radio Repair	Warehouse	297
88933	7/14/2008	Unisource	Paper Supplies	Warehouse	24483
88489	6/19/08	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	254
88490	6/19/08	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	160
88576	6/25/08	Whitaker Brothers Business Machines Inc.	Office Equipment Repair	Warehouse	274





# ITEM #12 A


August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Michael Kerns   
Acting Vice President for Human Resources

INITIATED BY: Jackie Osborne   
Director of Human Resources

SUBJECT: Employment of Mark Meadows, Ph.D.

I recommend the employment of Mark Meadows, Ph.D., as Vice President for Academic Affairs, effective September 15, 2008. This is a 12-month, academic administrator position.

Dr. Meadows has earned the following degrees at University of Akron, Ohio:

- Doctor of Philosophy, Sociology in 1990
- Master of Science, Education in 1984
- Bachelor of Science, Education in 1978

Dr. Meadows has held the following positions:

- 2006 – Present, Vice President of Academic Affairs, Barstow Community College, California
- 2003 – 2005, Academic Dean, Concorde College, Kansas City, Missouri
- 2002 – 2003, Instructional Dean, North Harris Montgomery Community College District, Houston, Texas
- 2001 – 2002, Social/Behavioral Sciences Division Chair, Western Iowa Tech Community College, Sioux City, Iowa
- 2000 – 2001, Director of Faculty and Curriculum Development, Western Iowa Tech Community College, Sioux City, Iowa
- 1998 – 2000, Chief Executive Officer/School Director, ELS Language Schools, Doha, Qatar

RC:JO

August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Michael Kerns *MVK*  
Acting Vice President for Human Resources

INITIATED BY: Jackie Osborne  
Director of Human Resources *JO*

SUBJECT: Employment of Devin Price

I recommend the employment of Devin Price as Interim Director of EMT/Paramedic, effective August 14, 2008. This is a 12-month, temporary, one year replacement, academic administrator position for 2008-09 academic year only.

Mr. Price has earned the following degrees/licenses:

- Master of Science in Executive Leadership, University of San Diego in 2002
- California Emergency Medical Services Paramedic License

Mr. Price held the following positions:

- 1996 – Adjunct Paramedic Instructor, Southwestern College
- 1996 – Present, Paramedic/Senior Field Training Officer, American Medical Response, San Diego


RC:JO

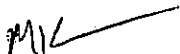
# ITEM #12 B


August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Michael Kerns   
Acting Vice President for Human Resources

INITIATED BY: Jackie Osborne   
Director of Human Resources

SUBJECT: Employment of Denise Kohler

I recommend the employment of Denise Kohler as Assistant Professor of Nursing, effective August 14, 2008. This is a 10-month, tenure track position.

Ms. Kohler has earned the following degrees:

- Master of Science in Nursing, University of Phoenix in 2004
- Bachelor of Science in Nursing, University of Phoenix in 2003

Ms. Kohler held the following positions:


- 2006 – Present, Part-time Faculty, University of Phoenix, San Diego, CA
- 2005 – Present, Part-time Clinical Instructor, Nursing Program, San Diego State University, San Diego, CA
- 2005 – Present, Part-time Clinical Nursing Instructor/Student Case Manager/Healthcare Occupation Academy Instructor, Southwestern College, Chula Vista, CA
- 2003 – Present, Clinical Nurse in Endoscopy, Sharp Grossmont Hospital, San Diego, CA
- 2002 – 2003, Nurse Specialist II, Sharp Grossmont Hospital, San Diego, CA
- 2001 – 2002, Nursing Staff Education Coordinator, San Diego Blood Bank, San Diego, CA
- 2000 – 2001, Per Diem Registered Nurse, Cardiac Rehabilitation Department, Sharp Grossmont Hospital, San Diego, CA
- 1998 – 2001, Clinical Nurse II, 5 East, Progressive Care Unit, Sharp Grossmont Hospital, San Diego, CA

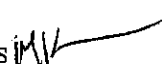
RC:JO


August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Michael Kerns   
Acting Vice President for Human Resources

INITIATED BY: Jackie Osborne  
Director of Human Resources 

SUBJECT: Employment of Luis Osuna, M.D.

I recommend the employment of Luis Osuna, M.D. as Assistant Professor of Office Information Systems: Medical Assistant-Administrative & Clinical (Bilingual), effective August 14, 2008. This is a 10-month, tenure track position.

Dr. Osuna has earned the following degree:

- Doctor of Medicine, Autonomous University of California, Mexico in 1975

Dr. Osuna held the following positions:


- 2008 – Present, Part-time Instructor Medical/Interpretation/Translation, Southwestern Community College, Chula Vista
- 2007 – Present, Medical Terminology Instructor, Regional Occupational Program, Chula Vista
- 1995 – Present, Continuing Medical Education Coordinator, Alianza Medical de Mexico, Tijuana
- 1993 – 2002, Medical Services Coordinator, Seguros Mexico/Seguros SYARMED/Banco Promex/Banco Bancrecer/Banco Comerimex, Tijuana


RC:JO

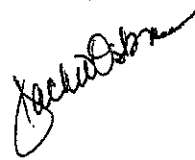
August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Michael Kerns   
Acting Vice President for Human Resources

INITIATED BY: Jackie Osborne  
Director of Human Resources 

SUBJECT: Employment of Nghiep Quan

I recommend the employment of Nghiep Quan as Assistant Professor of Mathematics, effective August 14, 2008. This is a 10-month, tenure track position.

Mr. Quan has earned the following degree:

- Master of Arts, Mathematics, San Diego State University in 1994
- Bachelor of Arts, Mathematics with a minor in Teacher Education Program, University of California, San Diego in 1991

Mr. Quan held the following positions:


- 2006, Temporary Assistant Professor of Mathematics, Southwestern College
- 2004 – Present, Adjunct Instructor, Southwestern College
- 1998 – Present, Adjunct Instructor, Cuyamaca College
- 1997 – Present, Lecturer, San Diego State University
- 1994 – Present, Instructor and Computer Team Supervisor, San Diego State University
- 1994 – 1998, 2004 – Present, Adjunct Instructor, San Diego City College


RC:JO


August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Michael Kerns   
Acting Vice President for Human Resources

INITIATED BY: Jackie Osborne  
Director of Human Resources 

SUBJECT: Employment of Victor Campos

I recommend the employment of Victor Campos as Assistant Professor of Computer Information Systems, effective August 14, 2008. This is a 10-month, temporary, non-tenure track position, sabbatical leave replacement for 2008-09 academic year only.

Mr. Campos has earned the following degree:

- Associate of Arts, Graphic Design, Southwestern College in 2003

Mr. Campos held the following positions:

- 2007 – Present, Adjunct Computer Information Systems Instructor, Southwestern College, Chula Vista
- 2005 – Present, Instructor's Assistant/Tutor, Southwestern College, Chula Vista
- 2004, Web Designer, Southwestern College, Chula Vista
- 2003 – 2004, Web Designer, Miriam Agron Photography, San Diego
- 2003 – 2004, Web Designer, In The Mail, Chula Vista
- 2001 – Present, Freelance Web Designer, VmC Ink, San Diego
- 2001 – Present, Graphic Artist/Web Master, National Grandparents Council, Chula Vista
- 2001, Graphic Artist, Western Regional Tow Expo, Chula Vista

RC:JO



# ITEM #12 D

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**1. Adjustment of Initial Placement for Academic Employees**

Notification for the following academic employees whom submitted official documents for verification of education and experience, thereby qualifying for adjustment 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>
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Nothing to Report.

**2. Salary Reclassification of Academic Employees**

Notification for the following academic employees whom 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>
Tehrani, Romina	10	V-A	\$94,360.00		VI-A	\$96,565.00	C-3	8/14/08

**3. 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>
Monaghan, Patrick	Child Development (until May 2009)
Wiley, Carolyn	Non-Credit (53412g)

#### 4. Stipends

##### 4a. Contractual Stipends

Notification of stipends, pursuant to the SCEA Contract, for the following academic employees:

2007-08

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Alonso, Deana	Club Advisor, Spanish/English	\$625.00	1/23/08-5/23/08
Horvath, Mary Jo	Dance Programs-Public Performance	\$1,750.00	1/14/08-5/23/08
Larson, Gary	Drama Performance	\$2,350.00	1/14/08-5/23/08
Pentilescu, Mark	Drama Performance	\$2,000.00	1/14/08-5/23/08

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Cherry, Darnell	Head Coach, Women's Basketball	\$11,544.00	10/15/08-3/15/09
Rock, Angela	Head Coach, Women's Volleyball	\$11,544.00	8/18/08-12/19/08
Stuardo, Carol	SCEA Part-time Rep. & Negotiating Team	\$14,420.70	8/14/08-5/27/09
Ustaszewski, Matt	Head Coach, Men's Water Polo	\$11,544.00	8/18/08-12/19/08

##### 4b. Non-Contractual Stipends – Project/Grant Funded

Notification of project/grant funded stipends for the following academic employees:

2007-08

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Atwater, Jonathan	BETSI I Professional Meetings	\$4,798.00	7/1/07-6/30/08
Bakhiet, Nouna	BETSI I Professional Meetings	\$3,070.00	7/10/07-6/30/08
Hopkins, Kesa	VTEA: Professor/Senior Clinic Coordinator	\$1,000.00	1/9/08-3/27/08
Tibbetts, Roger	VTEA: Dental Hygiene Adjunct Faculty	\$500.00	1/9/08-3/27/08

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Mayer, Joal	BASIC SKILLS: Develop Curriculum for Reading	\$1,500.00	8/14/08-8/29/08
Sands, Sandra	PERKINS: Tech Prep Project Director	\$11,000.00	8/14/08-6/30/09

#### 4c. Non-Contractual Stipends – District Funded

Request ratification of stipends for the following academic employees:

2007-08

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Burton, Veronica	Academic Senate Vice-President	\$566.30	5/27/08-8/14/08
Flores-Charter, Patricia	SLO Coordinator	\$566.30	5/27/08-8/14/08
Goodwin-Colbert, Valerie	Academic Senate President	\$544.40	5/27/08-8/14/08
Hopkins, Kesa	Clinical Coordinator	\$952.70	8/20/07-12/19/07
Lesh, Caree	Academic Senate Secretary	\$566.30	5/27/08-8/14/08
MacNeill, Andrew	Presiding Chair	\$566.30	5/27/08-8/14/08
Stuart, Angelina	Academic Senate President-Elect	\$566.30	5/27/08-8/14/08

Request approval of stipends for the following academic employees:

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Aronson, Henry	English Workshop	\$150.00	9/19/08-9/20/08
Avila, Adrian	MFT Intern	\$2,000.00	8/14/08-6/30/09
Bayles, Joyce	English Workshop	\$150.00	9/19/08-9/20/08
Davis, Lana	English Workshop	\$150.00	9/19/08-9/20/08
DeAbreu, Cassia	English Workshop	\$150.00	9/19/08-9/20/08
Degnan, Kevin	English Workshop	\$150.00	9/19/08-9/20/08
Diaz, Walberto	English Workshop	\$150.00	9/19/08-9/20/08
Helvig, Diane	English Workshop	\$150.00	9/19/08-9/20/08
Hudson, Beverly	English Workshop	\$150.00	9/19/08-9/20/08
Kain, Gary	MFT Intern	\$2,000.00	8/14/08-6/30/09
Marshall, Marie	MFT Intern	\$2,000.00	8/14/08-6/30/09
McKissick, Grace	MFT Intern	\$2,000.00	8/14/08-6/30/09
Pescar, Barbara	English Workshop	\$150.00	9/19/08-9/20/08
Poynter, Monica	MFT Intern	\$2,000.00	8/14/08-6/30/09
Reeves, Robert	English Workshop	\$150.00	9/19/08-9/20/08
Rutter, Marsha	English Workshop	\$150.00	9/19/08-9/20/08
Selder, Dennis	English Workshop	\$150.00	9/19/08-9/20/08

#### 5. Reassigned Time

##### 5a. Contractual Reassigned Time

Notification of reassigned time, pursuant to the SCEA Contract, for the following academic employees:

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>FTE</u>	<u>DURATION</u>
Burton, Veronica	Academic Senate Vice President	0.20	7/1/08-6/30/09
Goodwin-Colbert, Valerie	Academic Senate President	0.60	7/1/08-6/30/09
MacNeill, Andrew	Council of Chairs	0.20	7/1/08-6/30/09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>FTE</u>	<u>DURATION</u>
Stuart, Angelina	Academic Senate President-Elect	0.40	7/1/08-6/30/09

#### 5b. Non-Contractual Reassigned Time – Project/Grant Funded

Notification of project/grant funded reassigned time for the following academic employees:

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>FTE</u>	<u>DURATION</u>
Nothing to Report.			

#### 5c. Non-Contractual Reassigned Time – District Funded

Request approval of reassigned time for the following academic employees:

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>FTE</u>	<u>DURATION</u>
Davidson, Alexandria	Accreditation Faculty Co-Chair	0.40	8/15/08-12/31/08
Flores-Charter, Patricia	SLO Coordinator	0.20	8/15/08-5/22/09
Goodwin-Colbert, Valerie	Accreditation Faculty Co-Chair	0.40	8/15/08-12/31/08
Parrish, Kathy	Puente Program	0.40	8/18/08-5/22/09
Truitt, Matthew	Curriculum Revision	0.69	8/18/18-12/19/08

# ITEM #13 E

**1. Educational Incentive**

Notification of salary advancement for the following classified employees in accordance with District Policy No. 5233, "Educational Incentive." Effective date of salary increase is August 01, 2008.

<u>NAME</u>	<u>RANGE/STEP</u>	<u>MONTHLY SALARY</u>	<u>TO</u>	<u>RANGE/STEP</u>	<u>MONTHLY SALARY</u>
Aquino, Froilan	22-4	\$4,265.00		23-4	\$4,372.00
Pangelinan, Angellique	20-1 (60% Contract)	\$2,164.80		21-1 (60% Contract)	\$2,218.20
Pangelinan, Pantaleon	26-2	\$4,352.00		27-3	\$4,639.00

**2. Out-of-Classification Compensation**

Notification of out-of-classification compensation to the following employee 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>
Peckinpugh, Deborah	Library Assistant-Evening	Librarian Technician	\$986.50/monthly	08/14/08-10/16/08

**3. Short-Term, Non-Academic Hourlies**

Notification for the following Short-Term, Non-Academic Hourly assignments for grants and/or contracts which were previously approved by the Governing Board.

2007-08

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Abraham, Michael	Intern	MESA/MSE	\$3,500 stipend	06/16/08-06/30/08
Alicdan, Jessica	Intern	MESA/MSE	\$3,500 stipend	06/16/08-06/30/08
Amador, Lilly	Intern	MESA/MSE	\$3,500 stipend	06/16/08-06/30/08
Atwater, Jonathan	Project Manager(BETSI)	MESA/MSE	\$1,437.26 stipend	04/10/08-09/30/08
Bakhiet, Nouna	Project Manager(BETSI)	MESA/MSE	\$27,369.10 stipend	04/10/08-06/30/08
Coziahr, Mark	Project Participant	MESA/MSE	\$1,500 stipend	06/16/08-06/22/08
Cruz, George	ProjectParticipant	MESA/MSE	\$350 stipend	06/16/08-06/22/08
Ehnenga, Zachary	ProjectParticipant	MESA/MSE	\$350 stipend	06/16/08-06/22/08
Fernando, Luis	Intern	MESA/MSE	\$3,500 stipend	06/16/08-06/30/08
Fujikawa, David	Project Participant	MESA/MSE	\$1,500 stipend	06/16/08-06/22/08
Huynh, Connie	ProjectParticipant	MESA/MSE	\$350 stipend	06/16/08-06/22/08
Kim, Jiwon	Project Participant	MESA/MSE	\$350 stipend	06/16/08-06/22/08
Lindo, Chelsey	ProjectParticipant	MESA/MSE	\$350 stipend	06/16/08-06/22/08
Woodard, Gina	Project Participant	MESA/MSE	\$1,500 stipend	06/16/08-06/22/08

2008-09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Ademis, Adriel	Student Lab Teach Asst	Applied Tech & Learn Asst	\$12.00	10/01/08-06/30/09
Fredericks, Nancy	Grant Coordinator	CEEWD	\$50.00	07/01/08-06/20/09
Abaunza Quintero, Maggie	Peer Tutor	MESA/MSE	\$10.00	08/14/08-06/30/09
Abraham, Michael	Intern	MESA/MSE	\$3,500 stipend	07/01/08-09/30/08
Alicdan, Jessica	Intern	MESA/MSE	\$3,500 stipend	07/01/08-09/30/08
Amador, Lilly	Intern	MESA/MSE	\$3,500 stipend	07/01/08-09/30/08
Amezquita, Daniela	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Atangan, Nomer	Peer Tutor	MESA/MSE	\$10.00	08/14/08-06/30/09
Bakhiet, Nouna	Project Manager(BETSI)	MESA/MSE	\$27,369.10 stipend	07/01/08-09/30/08
Braswell, Winnie	Clerical Greeter	MESA/MSE	\$10.00	08/14/08-09/30/08
Cardet, Rick	Peer Tutor	MESA/MSE	\$10.00	08/14/08-06/30/09
Castellanos Medina, Mariela	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Cordona, Natalia	Peer Tutor	MESA/MSE	\$10.00	08/14/08-06/30/09
Crandle, Darius	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Enriquez, Hersy	Peer Tutor	MESA/MSE	\$10.00	08/15/08-06/30/09
Fernando, Luis	Intern	MESA/MSE	\$3,500 stipend	07/01/08-09/30/08
Gianino, Mark	Peer Tutor	MESA/MSE	\$10.00	08/14/08-06/30/09
Gianino, Mark	Intern	MESA/MSE	\$2,000.00 stipend	07/01/08-08/18/08
Hernandez, Tencha	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Hines, Marvin	Peer Tutor	MESA/MSE	\$10.00	08/15/08-06/30/09
Howerton, Sheila	Clerical Greeter	MESA/MSE	\$10.00	08/14/08-09/30/08
Johnson, Shontelle	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Jurado, Aymara	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Lopez, Monica	Clerical Greeter	MESA/MSE	\$10.00	07/01/08-09/30/08
Oliver, Eric	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Orueta, Gaby	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Orueta, Sandra	Peer Tutor	MESA/MSE	\$10.00	08/14/08-06/30/09
Pascoguin, Melvin	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Quitasol, Bryan	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Rodriguez, Karlo	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Romero, Gregorio	Peer Tutor/Greeter	MESA/MSE	\$10.00	08/15/08-09/30/08
Saucedo, Jaysa	Clerical Greeter	MESA/MSE	\$10.00	08/14/08-06/30/09
Saucedo, Sandra	Clerical Greeter	MESA/MSE	\$10.00	07/01/08-06/30/09
Shannon, Jasmin	Clerical Greeter	MESA/MSE	\$10.00	08/14/08-09/30/08
Soto, Raul	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Zamudio, Graciela	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09
Zuniga, Victor	Peer Tutor	MESA/MSE	\$10.00	07/01/08-06/30/09



#### 4. 9-10-11 Month Contract Employee

Classified contract employees with additional hourly assignment.

2008-09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
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Nothing to report.

#### 5. Notification of Emergency Hires

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

2007-08

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Dino, Esther	Tutor	Outreach	\$13.00	06/23/08-06/30/08

2008-09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
DelRio, Adrian	Cashier	Bookstore	\$7.50	07/10/08-09/15/08
Haro, David	Cashier	Bookstore	\$8.50	07/10/08-08/31/08
Sangria, Elson	Stock Clerk	Bookstore	\$8.50	07/10/08-09/30/08
David, Grace	Police Dispatcher Aide	Campus Police	\$12.00	07/18/08-10/18/08
Alvarez, Carlos	Lifeguard Teaching Asst	HESA	\$8.00	07/01/08-06/30/09
Dino, Esther	Tutor	Outreach	\$13.00	07/01/08-08/15/08
Ramirez, Melissa	Hourly Clerical Assistant	Soc Sci and Hum	\$15.00	07/01/08-07/10/08

#### 6. Short-Term, Non-Academic Hourlies

2008-09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Cardona, Lucia	Office Hourly-Clerical	Arts & Comm	\$12.83	08/14/08-06/24/09
Glanino, Mark	ASC Tutor	ASC	\$12.50	08/14/08-06/30/09
Marquez, Jesus	ASC Tutor	ASC	\$9.00	08/14/08-06/30/09
Parker, Thomas	ASC Tutor	ASC	\$9.00	08/14/08-06/30/09
Ayuyao, Heyzel	Cashier	Bookstore	\$8.00	08/14/08-09/30/08
Ayuyao, Heyzel	Hrly Clerk	Bookstore	\$8.00	08/14/08-09/30/08

Cornelius, Cristina	Cashier	Bookstore	\$8.00	08/14/08-09/30/08
DeYoung, Holly	Clerical Aide	Bookstore	\$15.00	08/14/08-10/10/08
Trimble, Caitlin	Bilingual Instructional Support Asst	Business & Info Systems	\$16.03	08/18/08-12/19/08
Trimble, Caitlin	Bilingual Instructional Support Asst	Business & Info Systems	\$16.03	01/04/09-05/22/09
Gonzalez, Ryan	Intern	CEEWD	\$16.00	08/14/08-10/31/08
Pumpelly, Emma	Lecturer	CEEWD	\$77.54	08/19/08-10/09/08
Hatch, Breanna	Adapted PE Aide	DSS	\$10.00	08/19/08-12/19/08
Zanahuria, Juan	Grounds Worker	Grounds	\$20.88	08/14/08-10/13/08
Zanahuria, Rafael	Grounds Worker	Grounds	\$20.88	08/14/08-10/13/08
Medina, Ricardo	Lifeguard Teaching Asst	HEC-National City	\$9.00	08/14/08-06/30/09
Garhartt, Dustyn	Teaching Assistant	HEC-Otay Mesa/EMT Prog	\$15.00	08/14/08-06/30/09
Larson, Scott	Teaching Assistant	HEC-Otay Mesa/EMT Prog	\$15.00	08/14/08-06/30/09
Albino, Jimmy	Ticket Taker/Security (Football)	HESA	\$12.50	09/20/08-11/15/08
Anderson, Jeremy	Score Keeper (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Banuelos, Ulises	Score Keeper/Libero Trkr (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Barragan, Jess	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Barrera, Efren	Ticket Booth (Football)	HESA	\$15.00	09/20/08-11/15/08
Benton, Brad	Score Keeper/Linesperson (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Brady, Doug	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Brodt, Christian	Asst Coach-W Basketball	HESA	\$28.06	10/15/08-03/15/09
Byrd, Erin	Asst Coach-W Volleyball	HESA	\$28.06	08/18/08-12/19/08
Charles, Ethan	Game Announcer (Football)	HESA	\$13.40	08/18/08-02/28/09
Charles, Ethan	Game Announcer (M/Basketball)	HESA	\$13.40	08/18/08-02/28/09
Charles, Ethan	Game Announcer (W/Basketball)	HESA	\$13.40	08/18/08-02/28/09
Charles, Wesley	Score Keeper (Football)	HESA	\$10.00	08/20/08-12/15/08
Colwell, Kyle	Asst Coach-M Basketball	HESA	\$28.06	10/15/08-03/15/09
Cunningham, Donald	Ticket Taker/Security (Football)	HESA	\$12.50	09/20/08-11/15/08
Elad, Jehiel	Ticket Booth/Gate (Football)	HESA	\$12.50	09/20/08-11/15/08
Espinosa, Hugo	Asst Coach-M Soccer	HESA	\$14.00	08/18/08-12/19/08
Gajo, Adam	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Ganz, Shayne	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Garcia, Philam	Asst Coach-Cross Cntry	HESA	\$20.00	08/18/08-12/19/08
Gerken, Diane	Linesperson (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Harris, Joshua	Lifeguard	HESA	\$11.00	08/14/08-06/30/09
Harris, Joshua	Turtle Swim Instructor	HESA	\$11.00	08/14/08-06/30/09
Howard, Riana	Lifeguard	HESA	\$11.00	08/14/08-06/30/09
Howard, Riana	Turtle Swim Instructor	HESA	\$11.00	08/14/08-06/30/09
Jackson, George	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Langton, Antionette	Score Keeper (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Larimer, Alissa	Asst Coach-W Water Polo	HESA	\$28.06	08/18/08-12/19/08
Lopez, Yesenia	Asst Coach-W Soccer	HESA	\$15.40	08/18/08-12/19/08
Mariscal, Alex	Asst Coach-Cross Cntry	HESA	\$21.40	08/18/08-12/19/08
Marquez, Ryan	Asst Coach-W Soccer	HESA	\$20.00	08/18/08-12/19/08

Medina, Geovanny	Asst Coach-M Soccer	HESA	\$14.00	08/18/08-12/19/08
Meza, Sarah	Asst Coach-Cross Cntry	HESA	\$26.70	08/18/08-12/19/08
Miranda, Crystal	Ticket Booth/Gate (Football)	HESA	\$12.50	09/20/08-11/15/08
Moore, Patti	Cheer Advisor (Football)	HESA	\$7.94	08/18/08-05/18/09
Moore, Patti	Cheer Advisor (M/Basketball)	HESA	\$7.94	08/18/08-05/18/09
Moore, Patti	Cheer Advisor (W/Basketball)	HESA	\$7.94	08/18/08-05/18/09
Ortega, Jorge	Asst Coach-M Water Polo	HESA	\$28.05	08/18/08-12/19/08
Parra, Johnnie	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Podia, Alex	Linesperson (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Pugsley, Charles	Shot Clock (M/Basketball)	HESA	\$13.05	11/14/08-02/28/09
Pugsley, Charles	Shot Clock (W/Basketball)	HESA	\$13.05	11/14/08-02/28/09
Radichel, Nicholas	Linesperson (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Roberts, Sharon	Score Keeper (M/Basketball)	HESA	\$13.05	11/14/08-02/28/09
Roberts, Sharon	Score Keeper (W/Basketball)	HESA	\$13.05	11/14/08-02/28/09
Santos, Kimberly	Scorekeeper/Linesperson (Volleyball)	HESA	\$10.00	08/22/08-11/21/08
Schaeffer, Justin	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Smith, Ryan	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Stephan, Garen	Asst Coach-Football	HESA	\$21.17	08/18/08-12/19/08
Taljeron, Vincent	Videographer (Football)	HESA	\$10.00	09/20/08-11/15/08
Afuyog, Leonora	Hourly Clerical Aide III	International Program	\$13.92	08/14/08-09/30/08
Montoya, Alejandro	Peer Tutor	MESA/MSE	\$10.00	08/14/08-06/30/09
Ortiz, Andre	Training Serv Specialist	Staff Development	\$23.26	08/14/08-09/30/08

## 7. Substitutes

Notification of appointment of substitute assignments for the following employees.

2008-09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/ SCHOOL</u>	<u>REASON FOR VACANCY</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Tiznado, Denise	Hrly Library Asst	Learning Resource Center	Backfill-Peckenpaugh	\$13.89	08/14/08-10/16/08

# ITEM #14

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**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

**ACADEMIC ADMINISTRATOR HANDBOOK**



**Approved by Governing Board: February 2003**  
**Revised and Approved: August 2007**  
*First Reading: June 2008*  
**Revised and Approved: \_\_\_\_\_**

# ACADEMIC ADMINISTRATOR HANDBOOK

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## FOREWORD

The Academic Administrator Handbook shall only be updated, amended, and/or revised in collaboration with the Southwestern Community College District Administrators Association (SCCDAA). Any final proposed revisions shall be submitted for approval to the Southwestern Community College District Governing Board.

For purposes of definition in this document, the terms "Academic Administrators," "Educational Administrators" and "employee" "Administrators" refer to all those working under positions listed on the Academic Administrator Salary Schedule.

This Handbook shall not apply to the following executive level administrators: Superintendent/President and Vice President positions, except as provided by the contract for each individual executive level administrator.



## **I: APPOINTMENT EMPLOYMENT AND TENURE**

- A. **Appointment Employment** - Academic Administrators are selected in accordance with District Policy and Procedure No. 7120, "Recruitment & Hiring." All ~~a~~Administrators shall be employed by contract (Education Code Section 72411). All ~~administrators~~, except the Superintendent/President, shall be hired pursuant to one-year contracts for the first complete year, ~~defined as seventy five percent (75%) or more of the days of the annual assignment.~~ After two (2) years of satisfactory service, ~~administrators~~ Administrators shall be employed pursuant to ~~two~~ one-year contracts. The normal contract year runs from July 1 through June 30. The District, upon the recommendation of the Superintendent/President, reserves the right to employ administrators pursuant to contracts of up to ~~four (4)~~ two (2) years' duration. The District agrees to review the practice of providing one-year contracts to all administrators during Spring 2009.

At the time of employment, the Director of Human Resources shall assign each new administrator into the Faculty Service Areas (FSA's) for which the administrator meets minimum state and local qualifications and in which the administrator has competency at the time of employment. The administrator is responsible for providing the Human Resources Office with the information necessary to make the determination.

- B. **Tenure** (Education Code Sections 87001(c), 87605-87609) - Employees serving in administrative positions do not acquire tenure as administrators. A tenured faculty member, when advanced to an administrative position, retains his/her classification as a tenured faculty member. A person employed in an administrative position who does not hold tenure as a faculty member in the District at the time of the administrative appointment shall not acquire tenure or credit toward tenure during the term of the administrative contract.

## II: EMPLOYMENT WORKLOAD & ASSIGNMENTS

The number of days of service for each administrative position are is determined by the Governing Board.

- A. **Normal Workweek and Workday** - Administrators are assigned a normal workweek of forty (40) hours, and a normal workday of eight (8) hours. The workdays and hours of each administrator will be established annually, and may be modified upon approval of the immediate supervisor.
- B. **Four-Day Workweek** - During the period between the close of the Spring Semester and the commencement of the following Fall Semester, the District may establish a four-day, ten-hour workweek. The dates shall be established by the District.

The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday.

Administrators shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Handbook while the District is operating on a four-day, ten-hour workweek.

- C. **Teaching Assignments** - Administrators requesting a part-time teaching assignment will do so through the cognizant Vice President.
- D. **Additional Employment** - Administrators who are self-employed in a business in addition to their District employment (including self-employment) ~~must~~ shall notify the Superintendent/President in writing of such employment to ensure that such business does not conflict with their administrative assignment with the District. Administrators may not engage in any outside business activity on District time. Administrators are responsible for filing any and all appropriate annual Conflict of Interest forms.
- E. **Reduced Service** - Administrators may apply for reduced workload and maintain full retirement credit under the following conditions:
- Must have reached the age of fifty-five (55) on or before June 30 of the College year preceding the year requested for a reduced workload.
  - Must have satisfactory service in the Southwestern Community College District for a minimum of ten (10) years in a full-time academic position.
  - Must meet the qualifications established pursuant to Education Code Section 87356 (d).
  - Applications must be in writing and be received by the Director of Human Resources prior to April 1 of the last year of service. The application must specify the number of years being requested and the percentage of service, but not less than fifty percent (50%) of contract served during final year of full-time service.
  - The agreement, which will stipulate the conditions and be signed by the Superintendent/President and the administrator, will be for a maximum period of five (5) years, or through reached age sixty-five (65), whichever comes first. All participants will be evaluated in

accordance with District policy.

- Health and welfare benefits will be paid on behalf of the employee in the same pro rata share as time worked is to full-time equivalent or the medical insurance premium of the employee, whichever is greater, at the election of the employee.
- The administrator shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he or she makes the payment that would be required if he or she remained in full-time employment.
- The administrator shall receive the retirement credit based on a full year's service.
- The agreement may be revoked by mutual consent of the employer and the administrator.

F. **Acting Administrator** -- This is defined as a District employee appointed to take on the duties of an open position while maintaining responsibility for the duties of his/her current position, for a period not to exceed six months, in order to allow for full and open recruitment for the open position. In extraordinary circumstances, as determined by the District, an employee's appointment in an acting position may be extended for an additional period not to exceed six months (District Procedure No. 7120).

G. **Interim Administrator** -- This is defined as a District employee filling an open position through an open recruitment process for the minimum time necessary to allow for full and open recruitment, not to exceed one year. If an employee is temporarily reassigned to another position, his/her current position may be filled by an interim employee until the return of the incumbent, for a period not to exceed one year (District Procedure No. 7120).

H. **Faculty Service Area (FSA)** -- At the time of employment, the District, in consultation with the Academic Senate, shall assign each newly-appointed administrator into the Faculty Service Area(s) in which he/she meets the state and local minimum qualifications. At the time of reassignment, the Administrator shall be assigned only to those F.S.A.s for which the Administrator was approved at the time of initial appointment or which have been added to the administrator's qualifications subsequent to his/her initial employment (District Procedure No. 3027).

I. **Lateral Reassignment** -- The Superintendent/President, in consultation with the Governing Board, may transfer an administrator from his or her current position to another equivalent administrative position so long as the administrator receives equal or greater compensation when reassigned.

J. **Reorganization** -- The duties of an administrator, including direct reports, may be adjusted by the Superintendent/President in a reorganization authorized by the Governing Board to better meet the needs of the District. The administrator shall have the opportunity to review the new duties and performance expectations with the Superintendent/President. Such adjustment of duties will not require a Notice of Non-Reemployment ("March 15<sup>th</sup> Notice").

### III: VACATIONS AND HOLIDAYS

A. **Vacations** - Administrators accrue twenty-six (26) vacation days per year. Six (6) accrued vacation days may be taken during the Winter break and four (4) accrued vacation days may be taken during the Spring break, unless the administrator chooses to work during Winter break or Spring break. Administrators' vacation records will be recapped annually as of June 30. All vacation days for the upcoming year will be credited on July 1 of each fiscal year. Vacation is cumulative from year to year.

1. An employee terminating employment for any reason will be paid for the number of days accumulated vacation as of the last day of service. Any days credited, but not yet earned, will be deducted from the employee's vacation balance as of the last day of employment.
2. Employees may interrupt or terminate vacation leave in order to begin bereavement leave, or sick leave which requires hospitalization, without a return to duty. For consideration of other extenuating circumstances, a request must be submitted in writing to the Director of Human Resources. In order to avail themselves of this provision, employees must provide relevant supporting information as to the basis for such interruption or termination.

Any administrator transferring from an administrative position into a position that does not accrue vacation time will, insofar as feasible, take all of his/her accumulated vacation prior to the time of transfer. The administrator shall be compensated at his/her daily rate for all vacation remaining at the time of transfer.

Vacation applications are submitted for approval to the administrator's immediate supervisor.

B. **Holidays** - Administrators are in paid status for the following holidays which fall within their workyear in accordance with the College Calendar:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King, Jr., Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Friday before Easter Sunday
- Cesar Chavez Day
- Other days approved by the Governing Board and designated in the College Calendar

#### IV: LEAVES

- A. **Bereavement Leave** - Administrators are granted a maximum of three (3) days leave of absence, or five (5) days leave of absence if one-way travel of two hundred (200) miles is required, without loss of salary on account of the death of any member of his/her immediate family. For purposes of this provision, an immediate family member shall be limited to mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, any relative living in the immediate household of the administrator, or a close personal friend, legal domestic partner or partner's immediate family.
- B. **Sick Leave** - Administrators are granted one (1) day of leave with full pay for each month of service for the purposes of personal illness or injury which precludes the employee from performing his/her assigned duties.

If the total amount of accumulated sick leave is less than one hundred twelve (112) days, the Administrator will be granted additional non-accumulated sick leave at reduced salary. The number of days of reduced sick leave benefits granted will be computed by subtracting the number of accumulated sick leave days from one hundred twelve (112) days. The amount of reduced salary will be computed in the following manner: The employee's daily salary will be reduced by an amount equal to the cost of a substitute employed to fill the position during the leave, or fifty percent (50%) of the employee's daily rate, whichever amount is larger. These reductions and compensations will be assessed on a daily basis.

An employee who has used all accumulated sick leave, including the extended period on reduced benefits, may be granted a ninety (90) day health leave, without pay, by the Governing Board upon recommendation of the Superintendent/President. District support of the Health and Welfare Benefit options will be continued during this period.

An administrator who claims sick leave for five (5) or more consecutive days may be required to present a written, signed statement from a medical doctor, verifying the nature of the illness or injury, inclusive dates when the employee is unable to work because of medical condition, and the date the employee can return to work. A similar statement may be required by the District in any cases where an absence claimed to be due to illness or injury must be verified. Employees returning to work after serious illness may be required to provide medical evidence of recovery sufficient to assume regular duties. Medical examination(s) may be required by the District to be performed by a physician(s) to be designated by the District, and at District expense.

The administrator shall report absences to his/her immediate supervisor, in advance whenever possible. No charge shall be made for absences of less than one-half (1/2) day.

Accumulated sick leave granted for contract service may be transferred in accordance with the Education Code if the employee terminates from the District and is employed by another California school district. Each administrator shall be notified of the accumulated leave by no later than June 30 of each school year.

- C. **Industrial Accident and Illness Leave** - Administrators will be entitled to industrial accident leave according to the provision in Education Code Section 87787 for personal injury which has qualified for Workers' Compensation.

An administrator who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination, as the employer deems necessary. The employee shall not be considered absent from duty during the time required for such examination. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the Administrator will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. All medical examinations required by the District shall be at no cost to the employee.

A regular administrator who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits:

- Such leave shall not exceed sixty (60) days during which the College is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- During any period of disability for which payment is not provided under the California Workers' Compensation Insurance Act (C.W.C.I.A.), the employee shall be placed on disability leave with pay to the extent of any leave with pay that the employee has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.
- During any period of disability for which payment is provided under C.W.C.I.A., the employee may elect to receive District disability leave with pay to the extent of his/her accrued sick leave, providing, the C.W.C.I.A. checks received by the employee are endorsed to the District. Under such circumstances, the accrued leave with pay shall be reduced proportionate to C.W.C.I.A. reimbursement for each full day of absence for which temporary C.W.C.I.A. benefits are endorsed to the District.

All disability leave provisions shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under C.W.C.I.A., retirement, termination from District employment, or death.

- D. **Jury Duty** - Administrators may be absent from duty without loss of contract salary as a result of having been called for and appearing for jury duty, excluding a voluntary grand jury. Administrators serving on jury duty who receive pay from the District during absence from assigned duties shall waive collection of jury duty fees, except mileage reimbursement. Administrators are required to perform their assigned service to the District during any day or fraction thereof that they are released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. Administrators serving on jury duty are to notify their supervisor prior to the commencement of service, and will provide the Human Resources Office with an official verification of the dates and time of service. Administrators will be granted leave without loss of compensation when subpoenaed to appear as a witness.

- E. **Military Leave** - The District shall comply with all terms and provisions of the Uniform Service Employee Rights and Responsibilities Act (USERRA).
- F. **Elected Public Official Leave** - Administrators elected to public office shall be granted up to five days leave annually for business related to the office held. Leave taken under this section shall be deducted from the Administrator's accumulated sick days.
- G. **Personal Leave** - Short-term leave, twenty-five (25) calendar days or less, may be granted to an Administrator upon the approval of the Superintendent/President or designee, and will be evaluated on an individual basis. A request for a short-term personal leave must be in writing and carry the recommendation of the immediate supervisor and the cognizant Vice President. The administrator shall be compensated for short-term leave to the degree recommended by the Superintendent/President and approved by the Governing Board. The District will continue all health and welfare benefits.

Long-term personal leave, in excess of twenty-five (25) calendar days, may be granted upon the approval of the Governing Board. Requests for long-term leave shall be submitted in writing to the Superintendent/President. Normally, this leave will commence with the beginning of a semester, and may not exceed two (2) semesters in length. The Governing Board may extend the leave upon receipt of a written request from the administrator on leave. The Governing Board shall establish the date of the employee's return to duty which may extend the leave time to the beginning of a new semester or a new fiscal year. Long-term personal leave is granted without pay or any other benefits.

- H. **Pregnancy Leave** - Short or long-term personal leave shall be granted to any administrator who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such personal leave shall not deprive any employee from using sick leave for absences due to pregnancy. When personal leave is granted for pregnancy reasons, the District will continue to provide financial support for the District-supported health and welfare benefits plan for a period of ninety (90) calendar days. The District shall comply with all terms and provisions of the federal Family and Medical Leave Act (FMLA), and the California Family Rights Act (CFRA), and the California Fair Employment and Housing Act (FEHA).
- I. **Family Leave** - Pursuant to the Family and Medical Leave Act, employees are entitled to twelve (12) weeks of unpaid leave per fiscal year. Employees granted Family Leave may elect to use sick leave, vacation leave, or personal necessity leave or take unpaid leave, consistent with the Family and Medical Leave Act and federal and state law.
- J. **Personal Necessity Leave** - Illness leave may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed fifty-six (56) hours in any fiscal year. For purposes of this provision, personal necessity shall be limited to:
- Death or serious illness of a member of the employee's immediate family.
  - An accident which is unforeseen involving the employee's person or property, or the person or property of the employee's immediate family.
  - Personal matter that cannot be taken care of outside of the employee's working hours.

- Other personal necessities which are allowed at the discretion of the Superintendent/ President or designee, provided the request is: made in advance, not for personal convenience or for the extension of a holiday or a vacation period, or for seeking employment, or for matters which can be taken care of outside the work hours, or for recreational activities.

For purposes of this provision, an immediate family member shall be limited to mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, any relative living in the immediate household of the administrator, or a close personal friend, legal domestic partner or partner's immediate family.

Before the utilization of personal necessity leave, the employee must make every effort to obtain prior approval from the administrator designated to approve personal necessity leaves. Under all circumstances, the employee shall verify in writing that the personal necessity leave was used only for the purposes outlined above.

- K. **Reduction in Service Leave** - An administrator may request to be granted a reduction in service leave. The administrator may request a maximum contract employment reduction of fifty percent (50%) of the total contract days of assignment in effect during the college year in which the leave is taken. The reduction in service leave request may be filed at any time, but the commencement of the leave must coincide with the beginning of a new semester. The administrator will file the request with his/her immediate supervisor. The granting of a reduction in service leave is permissive and requires the recommendation of the Superintendent/ President and the approval of the Governing Board. A reduction of service is an unpaid leave. The administrator's salary compensation and benefits will be reduced in proportion to the approved reduction in service.

L. **Sabbatical Leave**

1. **Purpose**

The purpose of the Sabbatical Leave is to provide administrators the opportunity for study, research, and/or related activities that will enhance administrative skills resulting in more effective leadership and service to the District (District Policy No. 5315).

2. **Eligibility**

To be eligible to apply for a Sabbatical Leave, an administrator must have completed six (6) or more years of full-time service with the District and be in good standing. Full-time is defined as having served more than seventy-five percent (75%) of the number of hours considered as a full-time assignment for administrators having similar duties. A Sabbatical Leave does not constitute a break in service. An administrator may be granted another Sabbatical Leave after completion of an additional six (6) years of administrative service.

3. **Conditions for Granting the Leave**

The leave will be granted in accordance with Education Code Section 87770. The administrator will be required to sign the Southwestern College District Sabbatical Leave of Absence Agreement enumerating the conditions for the leave. As a condition of being granted administrative Sabbatical Leave, the administrator must agree to render service



to the District for at least twice the length of the leave following his or her return from the leave. If the administrator fails to perform the required service, he or she will be liable to the District for all amounts paid as compensation during the Sabbatical Leave.

4. Compensation and Length of Leave

Salary payment will be on a monthly basis, unless otherwise approved by the Governing Board. The payment will be as follows: One (1) year leave--salary and benefits will be fifty percent (50%) of the annual salary and benefits of the administrator; one-half (1/2) year leave--administrator shall receive one hundred percent (100%) of his/her annual salary and benefits. A one-half (1/2) year leave is defined as one-half (1/2) of the required annual months on duty of the administrator being granted the leave, i.e., an administrator assigned annually for eleven (11) months would be granted a leave for five and one-half (5½) months.

While on Sabbatical Leave, administrators accrue illness leave credit, and vacation leave credit. Sabbatical leave shall count toward retirement, and retirement contributions shall be collected in the usual manner.

5. Application Process

Applications shall be submitted no later than ninety (90) days prior to the start of the Sabbatical Leave. A plan for the leave shall be submitted in the specified format and include approval by the applicant's supervisor. Such leave proposals shall be forwarded to the Superintendent/President who will make the final recommendation to the Governing Board.

6. Selection

The applicant's service records, application for leave, and the proposal shall be reviewed by an Administrative Leave Committee. This committee shall be composed of three (3) people to include one Academic Administrator and one Classified Administrator (one of which shall be the President of SCCDAA) and a Vice-President appointed by the Superintendent/President. The committee shall review all leave applications and recommend the qualified proposals to the Superintendent/President. The Superintendent/President shall make recommendations to the Governing Board. Leaves may not be changed after receiving approval unless approved in advance by the Superintendent/President. The Governing Board is not obligated to grant Administrative Sabbatical Leave at any time.

7. Leave Report

Within three (3) months following return from Sabbatical Leave, the administrator must submit a report to the Administrative Leave Committee. The committee will review the report and may request further refinement of the report prior to submitting it to the Superintendent/President for review and submission to the Board.

## V: SALARIES

- A. **Salary Schedule** - All administrators are placed on the Administrative Salary Schedule which is reviewed annually by the Governing Board. Administrators will advance one step within their salary range for each year of satisfactory full-time service until the maximum of their range has been reached.
- B. **Acting / Interim / Temporary Additional Duties** - Compensation for administrators serving in "acting" or "interim" assignments shall be calculated as follows:

- ~~Current salary plus 10%, then placement at the appropriate step of the new assignment equal to or greater than next highest step above current salary plus 10% (minimum Step 1) for acting and interim.~~

Compensation for administrators assigned temporary "additional duties" will equal 5% above current salary. Authorization for additional duties will require the recommendation of the responsible Vice President and the approval of the Superintendent/President.

~~Assignment to "Acting," "Interim," or "Additional duties," will require submission of the a Human Resources Transaction form to include specific time period for the assignment to be performed, and require periodic review at least once per fiscal year.~~

In the case of District realignment or reorganization, an automatic classification review should occur for all those whose positions/responsibilities have been affected by those changes.

C. **New Administrators**

Initial placement of an administrator on the salary schedule will take into consideration education and previous administrative experience.

~~The Director of Human Resources will obtain salary verification from previous employer for new administrators.~~

D. **Meet and Confer**

Academic Administrators shall have the right to meet and confer with the Superintendent/President regarding salary and benefits through the SCCDAA Meet and Confer representatives.

## VI: RETIREMENT

A. **Voluntary Early Retirement Continuation of Service** - Administrators who meet the qualifications below shall be eligible for a Continuation of Service Plan. Qualification requirements, application and approval for continuation of service are as follows:

- Satisfactory service in the Southwestern Community College District for a minimum of ten (10) years of full-time service.
- Must have reached the age of fifty-five (55) on or before June 30 of the college year preceding retirement.
- Persons under the program must continue to meet minimum qualifications valid for type of service approved.
- Any changes in the program for early retirement which would affect the future participants would also affect those in the program at the time of the change.
- Applications must be in writing and be received by the Human Resources Office prior to April 1 of the last full year of service. The application must specify the number of years being requested, the specific dates of service, and the specific assignment desired.
- A committee consisting of the administrator's immediate supervisor, the cognizant Vice President and the Vice President for Administrative Affairs will review all applications and make recommendations to the Superintendent/President. Included with the recommendation will be a cost projection for each application, including the specific assignment. A copy of the recommendation shall be provided to the applicant.
- Those applications approved by the Superintendent/President will be recommended to the Governing Board for final approval prior to May 15.
- Each Governing Board approved plan is subject to annual review as specified below.
- The agreement which will stipulate the conditions of assignment, including options for each year and dates on duty, and be signed by the Superintendent/President and the administrator, will be for a maximum period of seven (7) years, or through the fiscal year that the employee reaches sixty-five (65) years, whichever comes first. The agreement is subject to annual renewal, at the option of the administrator, except all participants will be annually evaluated by the Voluntary Early Retirement Committee and those evaluated less than satisfactory may be denied renewal option, if so recommended by the Committee, and approved by the Superintendent/President.

Administrators approved for a Continuation of Service Plan will serve provide either administrative service or faculty service. Administrative service will be based on a 35 day limit. Salary for administrative service will be calculated using the Administrator Salary Schedule. in a position Faculty service will be based on a ten-month assignment for one-fifth (1/5) of an annual full-time load, or two-fifths (2/5) of a semester full-time load, or thirty-five (35) days if approved assignment is other than a teaching assignment. The salary for this service will be based on the administrator's placement on the ten-month teaching salary schedule computed on each year's current salary schedule or the maximum allowed by S.T.R.S. (whichever is

S.T.R.S. (whichever is less). The S.T.R.S. maximum applies to all earnings from any public school district, and therefore the District must be notified of any employment with any other district including services paid as a substitute.

Administrators under this plan will be required to be on campus in accordance with the workload provisions of this Handbook and, if working as a faculty member, the workload provisions of the collective bargaining contract with the faculty.

- B. **Service Retirement** – Service Retirement shall be available to any administrator who meets the provisions of Education Code Sections 24201 through 24221. The administrator shall inform the District of his/her intent to retire under the Service Retirement Plan within the timelines established by the State Teachers' Retirement System.

## **VII: HEALTH AND WELFARE BENEFITS**

Each administrator is provided with a District-funded health and welfare benefits program with a equivalent dollar value as afforded to all other employee groups. The District health and welfare benefits program is a cafeteria plan which requires the employee to enroll in a life insurance plan and a dental plan. Additional money available to the employee may be used to purchase medical, disability or life insurance, or may be designated as additional taxable income on the health and welfare benefits form.

Administrators hired after January 1, 2002, are not afforded the option to waive health and welfare benefits coverage and take as salary the District's level of contribution toward these benefits. Administrators hired prior to January 1, 2002, shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to "opt-out" of health and welfare benefit coverage and take as salary the District's level of contribution toward these benefits.

**Retiree Health and Welfare Benefits Program** - The District provides the following health and welfare benefits to all qualified retired administrators who were hired prior to January 1, 2004:

- To be eligible for the health and welfare benefits, an administrator must have completed a minimum of ten (10) years of full-time satisfactory administrative service to the District and have reached the age of fifty-five (55) in the year of application.
- An administrator who meets the longevity and age requirements shall, upon retirement, be granted a lifetime continuation of paid medical and dental insurance benefits, as annually provided in the District's health and welfare benefits program. (To qualify, the employee must be enrolled in a District health provider program at time of retirement). Participation in the District's health and dental plans shall be subject to the terms prescribed by the health and dental plans' insurance providers.
- If the retiree qualifies for Medicare and chooses to assign the Medicare coverage to the retiree's District plan, the District shall reimburse the retiree for actual Medicare B costs to the extent the District realizes a premium cost savings on the individual's chosen plan.
- If a retiree moves out of the service area of District health providers, the District shall reimburse up to one-hundred percent (100%) of the current average District cost for active members upon verification of medical costs paid by the member.
- A retiree may elect to continue to include a spouse in the District's health plan, at the expense of the retiree, as long as the retiree is also participating in the District's health plan.
- A surviving spouse who was participating in the District's health plan at the time of the retiree's death may continue to participate in the District's health plan at his/her own expense after the death of the retiree. The District will pay ninety (90) days or three (3) months of the premium.

## **VIII: REIMBURSEMENT OF EXPENSES**

**Travel and Conference Expenses** - An administrator shall, in accordance with District policies and procedures, be reimbursed for approved travel and conference expenditures. The amount available for expenditures shall be designated annually in the District budget.

Time spent traveling to and from approved travel and conferences is to be considered as regular work time.

**Non-Owned Automobile Insurance** - The District provides secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.

**Physical Examinations** - The District provides the full cost of any medical examination required as a condition of continued employment.

## IX: ADMINISTRATIVE EVALUATIONS

### District Policy No. 3023

1. The purpose of the evaluation process is to assess administrators in the performance of their assigned duties and responsibilities, and to assist administrators in their professional development. The evaluation will be based on the administrator's duties and responsibilities. ~~and the standards contained in the Administrator Evaluation Form. In addition to the formal evaluation process set forth herein, intermittent informal evaluations are encouraged to either recognize exemplary performance or to review areas in need of improvement.~~
2. The primary evaluator will be the immediate supervisor of the administrative employee. The primary evaluator is responsible for ensuring that the evaluation occurs according to the schedule described below. All evaluations shall be reviewed and may be commented upon by the supervisor of the primary evaluator. Where there exists a relationship which creates the potential for a conflict of interest between the employee and the evaluating supervisor, the evaluation shall be conducted by the Vice President for Human Resources an alternate supervisor assigned by the Superintendent/President
3. Every administrator, ~~except the Superintendent/President,~~ shall be evaluated during the Fall Semester of the first year of his/her initial contract, and every three years thereafter. An out-of-sequence evaluation may be conducted in any year of the contract, if it is deemed necessary by the evaluating supervisor. ~~The procedures and timelines for the evaluations of the Superintendent/President shall be established by the Governing Board.~~
4. ~~The administrator shall have an evaluation conference with his/her supervisor at which time the administrator's job performance is reviewed. Prior to the conference, the administrator will complete the self-evaluation section of the Administrator Evaluation Form and submit it to the evaluating supervisor. The supervisor will then complete his/her section of the Administrator Evaluation Form. The form, completed by both parties, will be discussed at the evaluation conference. The administrator shall sign the form to indicate that the conference took place. Signing the form shall not necessarily indicate agreement with the evaluation. The administrator may attach a response to the evaluation form.~~
5. ~~The administrator's evaluation shall also include an evaluation input form to be distributed to:~~
  - (a) ~~All academic and classified staff who report directly to the administrator.~~
  - (b) ~~The immediate supervisor of the administrator.~~
  - (c) ~~A mutually agreed upon input group not to exceed ten (10) persons. The form will go to peers and other staff who have frequent contact with the administrator in performance of their jobs, but shall not include any employee designated in (a) above. Those employees selected to complete this form shall be appointed through mutual agreement between the administrator and his/her immediate supervisor.~~
  - (d) ~~Forms for adjunct faculty input will be available in the Division offices.~~

~~The evaluation input form will be distributed by the Vice President for Human Resources upon receipt of the list of input group members. The input forms shall be completed and~~

~~returned to the Vice President for Human Resources within five (5) working days. The input forms will then be forwarded to the evaluating supervisor, who shall review them before the Administrator Evaluation Form is completed. The results of the input forms shall be reviewed with the administrator during the evaluation conference between the administrator and the evaluating supervisor. All input forms shall be destroyed upon completion of the evaluation process.~~

64. The administrator shall be rated as "Satisfactory," "Improvement Needed," or "Unsatisfactory" on the Administrator Evaluation Form. Any rating of "Improvement Needed" shall include a list of specific suggestions for improvement and specified appropriate timelines. A contract renewal for an administrator rated "Improvement Needed" or "Unsatisfactory" shall not exceed one (1) year. A follow-up evaluation date shall be set for any time after sixty (60) days from the date of the original evaluation for any administrator rated less than "Satisfactory."

75. ~~A copy~~ Signed copies of all completed Administrator Evaluation Forms shall be permanently retained in the administrator's personnel file.

### **Evaluation Process**

#### **Self-Evaluation:**

Using the job description, Institutional Strategic Plan, area strategic plan (if applicable), and other relevant documentation, the administrator shall

1. Cite specific activities, accomplishments and deficits relating to the components
2. List goals for the next evaluation period
3. Propose a professional development plan
4. Submit completed self-evaluation to evaluating supervisor.

#### **Supervisor Evaluation:**

1. Evaluate administrator based on performance of assigned duties and responsibilities.
2. Respond in writing to the administrator's self-evaluation, including comments and recommendations regarding performance, goals and professional development plan.

#### **Evaluation Conference:**

1. Supervisor shall schedule evaluation conference with administrator
3. Entire evaluation shall be discussed and reviewed
4. Evaluation form signed by administrator and evaluating supervisor. Signing the form shall not necessarily indicate agreement with the evaluation. The administrator may attach a response to the supervisor's evaluation.
5. Supervisor shall provide original signed evaluation form to Human Resources Office for filing.



## **X: CONFLICT RESOLUTION PROCEDURE**

### **A. Purpose**

The purpose of this procedure is to ~~secure, at the lowest possible administrative level, solutions to~~ resolve work-related complaints, issues, and/or problems between and amongst the involving District's academic and classified administrators in an expeditious manner. All parties affirm that these procedures shall be kept as informal collegial and as confidential as may be appropriate at each step of this procedure. References to "employee" in this procedures shall mean Academic or Educational Administrator.

### **B. Definitions**

These procedures shall be utilized to facilitate communication and avoid adversarial situations;

Matters for which a specific method of review is provided by law, such as dismissal, FEPC, OSHA, EEOC, or DFEH, are not within the scope of this procedure;

A "day" is a day in which the administrative office of the District is open for business and one which employees are required to work;

The "immediate supervisor" is the lowest level management or supervisory position having immediate jurisdiction over the employee.

### **C. Procedures**

#### **Step 1 - Informal**

Every effort should be made to resolve any conflict before filing a written complaint with the employee's immediate supervisor.

At any time during the informal or formal process, the employee may request and be allowed to have a SCCDAA representative present.

#### **Step 2 - Formal**

1. The employee must present his/her complaint or problem in writing to the immediate supervisor. This shall be a clear, concise statement of the complaint/problem, the circumstances involved, and the specific solution suggested. The supervisor shall communicate, in writing, a decision to the employee within ten (10) days after receiving the written complaint/problem. Within the above time limits, either party may request a personal conference with the other party.
2. Before advancement of the complaint to the next administrative level, either party may request mediation. Mediation services shall be arranged through the office of the Director of Human Resources.
3. In the event the employee is not satisfied with the decision, the employee may appeal the decision, in writing, to the next appropriate administrative level within five (5) days. This

statement should include a copy of the original complaint, the decision rendered, and a clear, concise statement of the reason for the appeal.

4. If the employee is not satisfied with the decision or outcome of mediation, Step 3 may be repeated at each administrative level until it reaches the Superintendent/President or the conflict has been resolved.
5. The decision of the Superintendent/President shall be final and may not be appealed.

## **XI: ASSIGNMENT TO FACULTY SERVICE**

### **A. Reassignment - Administrators Who Hold Tenure as Faculty Members**

Administrators with faculty tenure receiving notice of non-reemployment, who are not assigned to another administrative position, shall have the right to return to faculty service in accordance with Education Code 87458 and District Policy No. 7257.

~~The Board may reassign administrators who hold tenure as faculty members to a faculty position or to another administrative position provided they are given notice by March 15 of the last year of their contract, except for the Superintendent/President, who shall be given six (6) months notice if the District wishes not to renew his/her contract but to reassign him/her.~~

~~An administrator may request reassignment at the end of his/her contract by giving written notice to the District by March 15 of the last year of the contract that he/she wishes reassignment.~~

~~An administrator may be reassigned during the term of his/her contract by mutual agreement.~~

### **B. Reassignment - Administrators Who Do Not Hold Tenure as Faculty Members**

An Administrator hired after June 30, 1990, who did not have faculty tenure in this District at the time of hire, and who is not under contract in a program or project to perform services conducted under contract with public or private agencies or in other categorically funded projects of indeterminate duration, shall have the right to be reassigned to a first-year probationary faculty position upon termination of his or her administrative assignment, provided there is a first year probationary faculty position available in the discipline for which the administrator qualifies, and provided that he/she meets all of the following criteria:

1. Has completed at least two (2) years of satisfactory service, including any time previously served as a faculty member, in the District.
2. Possess the minimum qualifications for employment as a faculty member; and
3. The termination of the administrative assignment is for any reason other than dismissal for cause (Education Code Section 87458).

Until a joint agreement with the Academic Senate has been reached under Section 87458, the District process in existence on January 1, 1989, shall remain in effect for determining whether the educational administrator is qualified to hold a faculty position.

Administrators whose first day of paid service in the District without a break in service precedes July 1, 1990, will be assigned to faculty service in accordance with Education Code Sections 87458.1 and 87459.

The Governing Board shall provide the Academic Senate with an opportunity to present its views to the Governing Board before the Board makes a determination on reassignment. The written record of the decision, including the views of the Academic Senate, shall be available for review. (Education Code Section 87458; District Policy No. 7257).

~~Administrators who do not hold tenure as faculty members may be reassigned to other administrative positions. If the position is on a lower salary range, the administrator will~~

~~continue to receive his/her original salary until the end of the employee's contract.~~

~~Administrators who do not hold tenure may be reassigned to a faculty position as a first-year probationary employee under procedures adopted in conformance with Education Code Section 87458. Until a joint agreement with the Academic Senate has been reached under Section 87458, the District process in existence on January 1, 1989, shall remain in effect for determining whether the administrator is qualified to hold a faculty position.~~

~~When requested by the employee, an administrator being reassigned to a teaching position shall be given in writing by the Governing Board the reasons for the reassignment (Education Code Section 87457).~~

~~C. **Retreat Rights for Educational Administrators** — An Administrator hired after June 30, 1990, who did not have faculty tenure in this District at the time of hire, shall have the right to be reassigned to a first-year probationary faculty position upon termination of his or her administrative assignment, provided that he/she meets all of the following criteria:~~

- ~~—— 1. Holds an administrative position that is not part of the Classified staff as defined by the Governing Board;~~
- ~~—— 2. Has served the District a total of at least two (2) years as a faculty member or non-Classified Administrator;~~
- ~~—— 3. Possesses the minimum qualifications for employment as a faculty member; and~~
- ~~—— 4. Is not being terminated from the administrative position for cause.~~

~~The Governing Board shall provide the Academic Senate with an opportunity to present its views to the Governing Board before the Board makes a determination on reassignment. The written record of the decision, including the views of the Academic Senate, shall be available for review. (Education Code Section 87458; District Policy No. 3027)~~

**C. Request for Reasons of the Assignment**

Whenever a person employed in an administrative position is assigned to a faculty position, the Governing Board of the District shall give the employee, when requested by him or her, a written statement of the reasons for the transfer. (Education Code Section 87457).

## **XII: NON-RENEWAL AND/OR TERMINATION OF CONTRACT**

### **A. Notice of Non-Reemployment**

If the Governing Board of the District determines that an administrator is not to be reemployed by appointment or contract in his or her administrative position upon the expiration of his or her appointment or contract, the administrator shall be given written notice of this determination by the Governing Board no later than March 15 of the year the appointment or contract expires (Education Code Section 72411).

At the discretion of the Governing Board, an administrator who receives a notice of non-reemployment may be reassigned to a different administrative position for the next succeeding academic year (Education Code Section 72411).

- B. Mutual Consent** - An administrative contract may be terminated at any time by mutual consent of the Governing Board and the administrator.
- C. Resignation** - An administrator may resign from District employment at any time by giving written notice. The employment contract shall terminate on the date the resignation is effective.
- ~~**A. Layoff**~~ ~~At the end of any school year, including during the term of a multi-year contract, an administrator whose position is eliminated in accordance with Education Code Section 87743 may be laid off unless he/she has faculty tenure and is competent and meets minimum qualifications to render service in a faculty service area for which a less senior faculty member is being retained.~~
- D. Non-renewal of Agreement or Appointment by the District** - The Governing Board may elect not to renew an administrator's contract providing that the administrator is notified in accordance with the provisions of Education Code Section 72411.
- E. Termination for Cause - Administrators Without Faculty Tenure** - The administrator's status as a District employee and all of the administrator's rights under his/her employment contract, including but not limited to, salary and all benefits, may be terminated by the Governing Board at any time for, but not limited to: breach of contract; unsatisfactory evaluation; any ground enumerated in Education Code Section 87732 or 87735; or the administrator's failure to perform his/her responsibilities as set forth in the employment contract, as defined by law, or as specified in the administrator's job description. The Governing Board shall not terminate the employment contract pursuant to this paragraph until a written statement of the grounds for termination have first been served upon the administrator. The administrator shall then be entitled to a meeting due process hearing before the Governing Board, at which time the administrator shall be given a reasonable opportunity to address the Governing Board's concerns. The administrator shall have the right to have a representative of his/her choice at his/her expense at the conference with the Governing Board. The conference with the Governing Board shall be the administrator's exclusive right to any hearing otherwise required by law.
- F. Termination for Cause - Administrators With Faculty Tenure** - Administrators with faculty tenure may be terminated from employment during the term of his/her administrative contract and return to faculty status. The termination of status as tenured faculty shall be pursuant to Education Code Sections governing dismissal of faculty for cause or governing

the layoffs of District faculty.

- G. **Early Termination - Administrators Without Faculty Tenure** - The Governing Board unilaterally and without cause may terminate an administrator's employment contract without cause at any time upon written notice to the administrator. In consideration of the Governing Board's right to terminate the contract without cause, the District shall pay the administrator his/her then current salary until the expiration of the contract, or for a period of six (6) calendar months after the effective date of the termination, whichever is less. ~~The maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the administrator may negotiate for a maximum cash settlement in an amount equal to the monthly salary of the employee multiplied by 18. (Government Code Section 53260)~~

### **XIII: PERSONNEL FILES**

- A. **Definition:** A "personnel file" shall mean the file which is compiled on an employee and maintained by the Human Resources Office. Excluded from such file are supervisors' personal notes regarding the employee and records relating to grievances. The materials in the personnel file shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved,

~~2. Were prepared by identifiable examination committee members, or~~

~~3. Were obtained in connection with a promotional examination.~~

B. **Placing Materials in the Personnel File**

1. No material whose origin cannot be identified may be placed in the file.
2. ~~Prior to any adverse or derogatory material being placed in a personnel file, the employee will be given a reasonable time to respond, in writing, to the material. A copy of the material shall be provided to the employee, along with written notice of the deadline for response. Any such written response shall be submitted to the Human Resources Office within twenty (20) working days from the date of issuance to the employee of the derogatory or adverse material. This response shall then be attached to the material and entered in the file.~~

In accordance with Education Code Section 87031, information of a derogatory nature shall not be entered into an Administrator's personnel records unless and until the Administrator is given notice and an opportunity to review and comment on that information. The Administrator shall have the right to enter, and have attached to any derogatory statement, his or her own comments.

~~3. Such material which has been placed in the personnel file shall be removed from the file at the written request of the employee no earlier than three (3) years from the date it was issued.~~

~~4. The material removed from an employee's personnel file may be maintained separate from any personnel file under the following conditions:~~

~~a. The material shall be kept in the Office of Human Resources.~~

~~b. Such material may not be used by the District in any proceedings which affects the status of the employee.~~

~~c. Whenever possible, the employee will be notified when any such material is to be viewed. If it is not possible to inform the employee before such material is viewed, the employee shall be notified by the Office of Human Resources within five (5) days of the viewing. Notification shall include the date and the purpose of the viewing and the identity of the viewer.~~

~~d. Such material may only be viewed by the Superintendent/President, the Vice President for Human Resources and/or Director of Human Resources, and attorneys for the District. Notwithstanding the foregoing limitation, the material may be utilized by the District in compliance with a legal court order.~~

C. **Viewing the File**

1. ~~An employee shall have the right, at any reasonable time, to inspect his or her personnel file, to include removed but retained material. An Administrator who is currently employed by the District has the right to inspect personnel records pursuant to Section 1198.5 of the California Labor Code.~~
2. ~~The employee may be accompanied by a representative of the Administrators' Association.~~
3. ~~The employee's Association representative shall have the right, with the written consent to the employee, to inspect the employee's personnel file at a reasonable time.~~



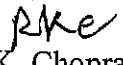
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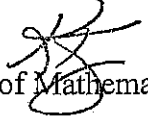
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August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Kathy Tyner   
Dean, School of Mathematics, Science, and Engineering

SUBJECT: Agreement with Integrated Geographic Information Systems  
Technologies, Inc.

RECOMMENDATION

Ratify Agreement No. A2496.08 with Integrated Geographic Information Systems (IGIS) Technologies, Inc., for development of geospatial e-learning curriculum for the Geospatial Technology (GST) Program, for the period August 1, 2008 to July 31, 2011, inclusive, in an amount not to exceed \$25,500.

RATIONALE FOR RATIFICATION

Agreement was received from agency after deadline for Governing Board submission.

OVERVIEW

This three-year project-funded agreement with IGIS Technologies, Inc. provides for the development of the following three real-world geospatial technology learning modules designed for local and regional use:

- Principles and Concepts of Remote Sensing
- Image Processing and Interpretation
- Image-based Applications, including a discussion of Global Positioning Systems (GSP)

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45123-220603-730

KT:ls

## 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 IGIS Technologies, Inc. (Integrated Geographic Information Systems) 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, Contractors 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 and complete for the Governing Board, in a satisfactory and competent manner, the following services:

Development of geospatial e-learning curriculum for the Geospatial Technology (GST) Program. See attached Detailed Scope of Work sheet for additional information.

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## 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 \$ 25,500 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 August 1, 2008 and shall terminate on July 31, 2011.

## 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 assume 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; finding 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 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, 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.

#### 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 of 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 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 Districts against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy starting, "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 coverage 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 insured 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 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 fourteenth day of August, 2008.

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

#### INDEPENDENT CONTRACTOR

Name: Arman Eshraghi

SS#/Federal Tax ID: 33-0983254

Address: 10393 San Diego Mission Rd., Ste 212

City/State/Zip: San Diego, CA 92108

Telephone: (619) 640-2330, Ext. 122

eMail Address: eshraghi@igist.com

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: Kathy Tyner/K Yanow

Charge to Budget Acct No.: \_\_\_\_\_  
1-45123-220603-730

Approved As To Form:

Office of the Senior Director of  
Business Operations & Facilities  
Planning

Date: 8/5/08 # A2496-08 *KM*

# ITEM #16 A2

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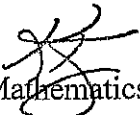
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August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Kathy Tyner   
Dean, School of Mathematics, Science, and Engineering

SUBJECT: Agreement with Systematic Change in Advanced Technology Education, Inc.

RECOMMENDATION

Ratify Agreement No. A2490.08 with Systematic Change in Advanced Technological Education (SCATE) Inc., for external review of project evaluation for Geospatial Technology (GST) Program, for the period August 1, 2008 to July 31, 2011, inclusive, in an amount not to exceed \$16,050.

RATIONALE FOR RATIFICATION

Agreement was received from agency after deadline for Governing Board submission.

OVERVIEW

The three-year project-funded agreement with SCATE Inc. provides summative and formative evaluation of the Geospatial Technology Program. Evaluator will prepare external review report for years one, two, and three of the GST Program. Evaluation will include annual site visits.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45123-220603-730

KT:ls

## 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 SCATE, Inc. (Systematic Change in Advanced Technology Education) 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, Contractors 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 and complete for the Governing Board, in a satisfactory and competent manner, the following services:

Conduct formative and summative evaluation of the Geospatial Technology Education (GST) Program for the period August 1, 2008 to July 31, 2011. See attached Scope of Work sheet for detailed information.

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## 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 \$ 16,050 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 August 1, 2008 and shall terminate on July 31, 2011.

## 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; finding 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 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, 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.

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 of 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 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 Districts against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy starting, "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 coverage 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 insured 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 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 fourteenth day of August, 2008.

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

INDEPENDENT CONTRACTOR

Name: Elaine L. Craft

SS#/Federal Tax ID: 20-3942898

Address: P.O. Box 100548

City/State/Zip: Florence, SC 29501-0548

Telephone: (843) 676-8545

eMail Address: \_\_\_\_\_

Fax: (843) 676-8548

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: Kathy Tyner/K Yanow

Charge to Budget Acct No.: \_\_\_\_\_  
1-45123-220603-730

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

Date: 8/15/08 # A2490.08 *RA*

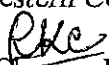
# ITEM #16 A3


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August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

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

SUBJECT: Agreement with the Imperial Beach Lifeguard Association

RECOMMENDATION

Ratify Agreement No. A2491.08 with the Imperial Beach Lifeguard Association, for the Marine Safety Service Training Program, for the period July 1, 2008 to June 30, 2009, inclusive, in an amount not to exceed \$15,840.

RATIONALE FOR RATIFICATION

On June 25, 2008, the City of Imperial Beach lifeguards requested that we process all contracts with them through their Association. The original contract agreement with the City of Imperial Beach for the Marine Safety Service Training Program, which was Board approved on May 14, 2008, shall become null and void. This change allows the direct transitioning of applied tuition fees and income into the City's lifeguard fund.

OVERVIEW

Participants are employed lifeguards who are required to complete the training program. The training session provides 144 hours of college-credit instruction for each lifeguard trainee. The City of Imperial Beach will provide facilities, equipment, and materials at no cost to the District. At the end of each training session, the District will remit \$2.20 per participant hour for instructional costs. The enrollment projection for the Marine Safety Service Training Program is 144 hours of training instruction for 50 trainees. The District will receive approximately 14 FTES.

RATIFICATION

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-42410-089905-000

WCK/kj

## STANDARD INTER-AGENCY SERVICES AGREEMENT

THIS AGREEMENT is entered into this 14<sup>th</sup> day of August, 2008, by and between the Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 ("District"), and Imperial Beach Lifeguard Association for Marine Safety Service Training Program ("Agency").

### RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with the Agency as an independent contractor to the District; and WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and WHEREAS, the public interest, convenience and general welfare will be served by this Agreement;

### TERMS AND CONDITIONS

NOW THEREFORE, Agency and District agree as follows:

1. Services – Agency shall diligently furnish to the District the services set forth in Attachment A, hereby incorporated in this Agreement by reference.
2. The term of this Agreement shall commence on 7/01/08 and terminate on 06/30/09, unless terminated earlier by either party upon thirty days written notice to the other party.
3. Agency Fee and Expenses – The fee to be paid by the District for the services and materials to be supplied hereunder is \$2.20 per student per contact hour. The Agency shall invoice the District at the end of each semester, supplying mutually-acceptable documentation of student contact hours.

4. The Agency shall indemnify, defend and save the District, its officers, agents and employees harmless from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies who may be injured, damaged by the Agency in the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Agency in the performance of this Agreement. The Agency shall provide necessary worker's compensation insurance for its employees at Agency's own cost and expense.

5. The District shall indemnify, defend and save the Agency, its officers, agents and employees harmless from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers and other persons, firms, or corporations furnishing or supplying work, services, materials or supplies who may be injured or damaged by the District in the performance of this Agreement. The District shall provide necessary worker's compensation insurance for its employees at the District's own cost and expense.

6. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid to the Agency.

7. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on

Date \_\_\_\_\_ Date \_\_\_\_\_

IMPERIAL BEACH LIFEGUARD  
ASSOCIATION

SOUTHWESTERN COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Richard Hidalgo

Name: Raj K. Chopra, Ph.D.

Title: Association President

Title: Superintendent/President

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

Date: 7/22/08 # A2491.08

Originator: William C. Kinney, Dean

Higher Education Center -- National City

Phone: (619) 216-6670

ATTACHMENT A  
INTER-AGENCY SERVICES  
TO BE PROVIDED BY:  
**City of Imperial Beach for Marine Safety Service Training Program**

1. **Teaching Approved Curriculum:** All students contact hours submitted by the City of Imperial Beach for Marine Safety Service Training Program to Southwestern Community College District shall be part of a course of instruction that has either been approved by the District's Curriculum Committee, or has been accepted as a topics course and approved by the District's Vice President for Academic Affairs.
2. **Instructor Qualifications:** All student contact hours submitted by the City of Imperial Beach for Marine Safety Service Training Program to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Science and/or Recreation Leadership Instructors. This expertise is furnished at the expense of the State of California Department of Parks and Recreation. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full time equivalent students (FTES) under courses through the Fire Science Department and/or Recreation Leadership through the School of Health, Exercise Science and Athletics of Southwestern Community College District and the City of Imperial Beach for Marine Safety Service Training Program certifies that no student contact hours will be submitted to the District which also have been or will be submitted for California Joint Apprenticeship Committee and/or JPTA funding.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the City of Imperial Beach for Marine Safety Service Training Program. The Agency will return properly completed enrollment forms and enrollment fees to the District prior to beginning instruction. The Agency recognizes that out-of-state tuition fees will be charged for students



who are not California residents. Student attendance and achievement records will be maintained by the Agency and be available for review during normal business hours.

5. **Instructional Activities:** The Administrators of Southwestern Community College District and the City of Imperial Beach for Marine Safety Service Training Program and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities; the joint consensus of the District and the Agency shall precede any instructional activity and include supervision and evaluation of students and student withdrawal prior to completion of a course.
6. **List of Course(s) or course topics:** The District will make available to the Agency all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption.
7. **Services:** The District and the Agency will ensure that ancillary and support services such as counseling, guidance and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the District's colleges and has met applicable pre-requisites.

SOUTHWESTERN COMMUNITY COLLEGE  
INSTRUCTIONAL AGREEMENT FOR SERVICES

Southwestern Community College District ("District") is authorized by Title 5 of the California Administrative Code to enter into a written contract with Art Ayala, the instructor who is employed by the City of Imperial Beach. The instructor agrees to participate in the delivery of approved District curriculum, and acknowledges that the District shall have the primary right to control and direct the instructor's activities related to the delivery of the curriculum during the time that the instructor's employer has an "Instructional Agreement" with the District.

The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Agreement and the faculty handbook and catalog for the District.

The District will not be obligated to make any payment to the instructor for services delivered under the Agreement and will not be responsible for benefits including, but not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to the instructor are solely the responsibility and liability of the Agency who has signed the Instructor Agreement.

INSTRUCTOR

CITY OF IMPERIAL BEACH FOR MARINE SAFETY  
SERVICE TRAINING PROGRAM

BY \_\_\_\_\_

BY \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# ITEM #16 B1

August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

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

SUBJECT: Letter of Agreement with Caporicci and Larson, Certified Public Accountants

RECOMMENDATION

Approve Agreement No. A2497.08 with Caporicci & Larson, Certified Public Accountants, to compile financial statements and footnotes, in preparation for the annual audit for the fiscal year ending June 30, 2008, for the period August 14, 2008 to December 31, 2008, inclusive, in the amount of \$100 per hour, not to exceed \$13,000.

OVERVIEW

Per Statement of Auditing Standard (SAS) 12, we need additional help in complying with GASB 34. This was suggested in the Audit Report for the period ending June 30, 2007 that was accepted by the Governing Board on April 16, 2008.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45110-664000-000

TB:jr

July 21, 2008

Raj K. Chopra, Ph.D.  
Superintendent/President  
Southwestern Community College District  
900 Otay Lake Road, Room 100-A  
Chula Vista, California 91910-7299

Dear Dr. Chopra:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

1. We will compile, from information you provide, the financial statements of and for the year ended June 30, 2008. We will compile the financial statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants and Government Accounting Standards Board (GASB) Statement No. 35. A compilation is limited to presenting in the form of financial statements information that is the representation of management. We will not audit or review the financial statements, and, accordingly, we will not express an opinion or any other form of assurance on them. The financial statements will not be accompanied by a report.

Based on our discussions with you, these financial statements are for management's use only and are not intended for third-party use. Material departures from generally accepted accounting principles (GAAP) or other comprehensive basis of accounting (OCBOA) may exist and the effects of those departures, if any, on the financial statements may not be disclosed. In addition, substantially all disclosures required by GAAP and OCBOA may be omitted. Because of the extent of material departures that may exist in, or required disclosures that may be omitted from, the financial statements, we make no representations regarding the appropriateness of such statements for your intended use or any other purpose. Moreover, because of the nature of this engagement, we are not responsible for communicating any such departures or omissions to you.

Notwithstanding those limitations, you represent that you have knowledge about the nature of the procedures applied and the basis of accounting and assumptions used in the preparation of the financial statements that allows you to place the financial information contained in the statements in the proper context. Further, you represent and agree that the financial statements are intended solely for your information and use and are not intended to be, and should not be, used by third parties. You also represent and agree that you will not distribute the statements to such third parties.

Furthermore, you represent and agree that the use of the financial statements will be limited to members of management with similar knowledge. You also represent that it is your responsibility to educate other members of management with whom you choose to share the financial statements to enable them to understand the potential limitations of such statements and place the information in the proper context.

2. We will compile, from information you provide, the annual Statement of Net Assets and the related Statements of Changes in Activities and Net Assets and Cash Flows of and for the year ended June 30, 2008. We will compile the financial statements and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants and Government Accounting Standards Board Statement No. 35. A compilation is limited to presenting, in the form of financial statements, information that is the representation of management. We will not audit or review the financial statements, and, accordingly, will issue no opinion or any other form of assurance on them.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of our engagement.


You are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee any bookkeeping services, tax services, or other services we provide. You are responsible for evaluating the adequacy and the results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors or fraud that comes to our attention and any illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We estimate that our fees for this engagement will be \$100 per hour, not to exceed \$12,500, for the compilation. You will also be billed for out-of-pocket costs such as report production, typing, postage, travel, etc. Additional costs are estimated to be \$500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. Should you have any further questions or need any clarification on the terms and conditions stated in this letter, please call me. If this letter correctly sets forth the understanding of the work to be performed, please sign below and return one copy to our office in the enclosed self-addressed stamped envelope. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter

Sincerely,

  
Gary M. Caporicci  
Senior Partner

---

RESPONSE:


This letter correctly sets forth the understanding of the Southwestern Community College District.

Official Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 7/31/08 #A2497.08 

# ITEM #16 C1

)



August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

APPROVED BY: <sup>RKC</sup> Raj K. Chopra, Ph.D.  
Superintendent/President

SUBMITTED BY: Michael Kerns <sup>MK</sup>  
Acting Vice President for Human Resources

SUBJECT: Agreement with Liebert Cassidy Whitmore

RECOMMENDATION

Approve Agreement No. A2482.08 with Liebert Cassidy Whitmore, for training workshops through the Southern California Community College District Employment Relations Consortium, for the period August 14, 2008 through June 30, 2009, in the amount of \$2,600.

OVERVIEW

The law firm of Liebert Cassidy Whitmore provides training through the Southern California Community College District Employment Relations Consortium. Training workshops cover such employment relations subjects as management rights and obligations, negotiation strategies, sexual harassment, employment discrimination and equal employment opportunity, and grievance and discipline administration for managers and supervisors.

FISCAL IMPACT/FUNDING SOURCE

Account No. 5320-665000-000

MK:ag

## AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Southwestern Community College District, hereinafter referred to as "Community College District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Community College District has the need to secure expert training and consulting services to assist Community College District in its relations and negotiations with its employee organizations; and

WHEREAS Community College District has determined that no less than twenty-seven (27) Community College Districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Community College District and is willing to perform such services;

NOW, THEREFORE, Community College District and Attorney agree as follows:

### Attorney's Services:

During the year beginning August 14, 2008, Attorney will provide the following services to Community College District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Community College District and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. A monthly newsletter covering employment relations developments.

### Fee:

Attorney will provide these special services to Community College District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00), payable in one payment prior to August 1, 2008. The fee, if paid after August 1, 2008 will be \$2,600.00. Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Community College District, make itself available to Community College District to provide representational, litigation, and other employment relations services. The Community College District will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Community College District.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00) per hour for attorney staff and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

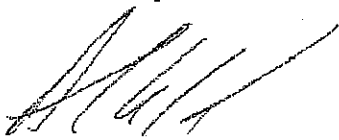
The term of this Agreement is effective August 14, 2008 to June 30, 2009. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-seven (27) local agency employers entering into a substantially identical Agreement with Attorney on or about August 14, 2008.

Dated: 8-4-08

LIEBERT CASSIDY WHITMORE  
A Professional Corporation

By 

Dated: \_\_\_\_\_

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Originator:

Michael Kerns  
Acting Vice President for  
Human Resources

By \_\_\_\_\_

Charge to Budget Account No:  
14-5320-665000-000

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

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

Date: 8/4/08 #A2482.08 SA


## ITEM #16 D1


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
August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Greg R. Sandoval   
Vice President for Student Affairs

INITIATED BY: Mia C. McClellan   
Dean, Student Services

SUBJECT: Health Services Agreement with Alfred Shihata, M.D.

RECOMMENDATION

Approve Agreement No. A2488.08 with Alfred Shihata, M.D., for medical services to students at Southwestern Community College District, for the period August 14, 2008 to August 31, 2009, inclusive, in the amount of \$16,000.

OVERVIEW

The Health Services Agreement with Alfred Shihata, M.D., provides for on-campus medical services for Southwestern College students during the 2008-09 academic year.

FISCAL IMPACT

Account No. 1-45110-644000-421

MM/jb

# 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 Alfred Shihata, M.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:

- (1) Contractor or his associates will provide medical assessment, consultation and treatment for any student referred by the campus nurse one day per week during fall and spring semesters. Times to be arranged to accommodate the District and the contractor for approximately 5 hours per week.
- (2) Contractor shall maintain malpractice insurance at the standard amount per claim and aggregate at no cost to the District.
- (3) Contractor or associate shall be available for consultation by fax or telephone, shall provide standing orders, TB testing and verification, and provide referrals for chest x-rays as may be needed.
- (4) Contractor shall write prescriptions as needed.
- (5) Contractor shall give authorization for Health Services to utilize signature stamp and medical protocols throughout the complete term of the contract.

## 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 \$16,000 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 August 14, 2008  
and shall terminate on August 31, 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.

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 14 day of August 2008

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

INDEPENDENT CONTRACTOR

Name: Alfred Shihata, M.D.

SS#/Federal Tax ID: 366-72-9745

Address: 14058 Mira Montana Drive

City/State/Zip: Del Mar, CA 92014

Telephone:(H) 858-212-4195 (W) 619-422-6158

Fax: 858-792-2624

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. Medical 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: Mia McClellan

Dean of Student Services

Charge to Budget Acct No.: \_\_\_\_\_

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

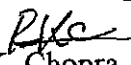
Date: 7/22/08 #A2488-08


# ITEM #16 D2


August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Greg R. Sandoval   
Vice President for Student Affairs

INITIATED BY: Mia C. McClellan   
Dean, Student Services

SUBJECT: Agreement with XAP Corporation

RECOMMENDATION

Approve ratification of Agreement No. A2483.08 with XAP Corporation, for online electronic admission application for the California Community College System, for the period July 1, 2008 to June 30, 2012, inclusive, in the amount of \$68,420.

RATIONALE FOR RATIFICATION

The California Community Colleges Chancellor's Office has encouraged Southwestern College to participate in its state system, CCCApply. Southwestern College has been awarded funding for CCCApply through a mini grant program. This award letter and contract was delivered to Southwestern College on July 7, 2008, after the beginning of the contract start date.

OVERVIEW

The CCCApply project has been designed to provide service to both colleges and students, while helping foster a common identity for the California Community College system. CCCApply will allow potential and current students to submit online the College application, in both English and Spanish, as well as the Board of Governor's Fee Waiver. This process will eliminate the need for students to fax or return the signature page by hard copy. The project will provide convenience and efficiency, as well as expedite the processes of applying to Southwestern College.

FISCAL IMPACT/FUNDING SOURCE

For 2008-2012: District Funding Account No. 1-44420-621000-0000 = \$17,972  
For 2008-2012: Categorical Funding Account No. 1-45630-646100-432 = \$14,402  
For 2008-2012: Mini Grant Funding = \$36,046

MM/jb

**INSTITUTION AGREEMENT  
BETWEEN  
SOUTHWESTERN COLLEGE  
AND  
XAP CORPORATION**

This Institution Agreement ("Institution Agreement") between the **Southwestern Community College District** (the "INSTITUTION"), having offices at 900 Otay Lakes Road, Chula Vista, CA 91910 and **XAP Corporation** ("XAP"), having offices at 3534 Hayden Avenue, Culver City, California 90232, is made and entered as of **July 1, 2008** (the "Effective Date") with respect to the INSTITUTION's participation in an online electronic admission application system for the California Community College System ("CCC"), known as CCCApply (the "System"), operated by XAP.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the INSTITUTION and XAP do hereby agree as follows:

1. XAP operates the System for CCC colleges and districts pursuant to a Design, Development, Operation and Maintenance Agreement dated September 1, 2003 between Butte-Glenn Community College District acting for CCC and XAP (the "Butte-Glenn Agreement"), as amended. The System presents an electronic online common admission application (the "Common Application") for California Community Colleges participating in the System, which XAP will update annually pursuant to the Butte-Glenn Agreement. In addition, California Community Colleges participating in the System may have a college-specific electronic online admission application supplement (a "Supplement") created utilizing XAP's supplemental application building utility included as part of the System. The INSTITUTION agrees to participate in the System, and XAP shall provide the supplemental application building utility to the INSTITUTION and shall make provision for an INSTITUTION-specific Supplement to be included as part of the System.

From time to time, CCC has engaged XAP to design and develop additional electronic online applications ("Additional Applications") that are then made available for use in connection with the System by CCC colleges and districts for an additional fee. At the present time, three such Additional Applications are available: an online electronic *Board of Governors Fee Waiver Application* (the "BOG Fee Waiver Application"), an *International Application* (the "International Application") which may be coupled with XAP's *Process Manager* (the "Process Manager"), utilizing one process, for organizing the workflow associated with processing applications from potential students residing outside the United States, and a Spanish language version of the Common Application (the "Spanish Application"). If the INSTITUTION decides to use any of these Additional Applications or other Additional Applications that may be made available on the same basis in the future, such usage arrangements shall be either reflected in Section 3 hereof or memorialized in an addendum to this Institution Agreement which, at a minimum, shall include identification of the Additional Application or Applications to be utilized by the INSTITUTION and the additional consideration to be paid by the INSTITUTION to XAP in connection therewith and shall be executed by the INSTITUTION and XAP. The Common Application (including the Supplement) and such Additional Applications, if any, used by the INSTITUTION are referred to herein collectively as the "Selected Applications".

2. XAP shall make technically competent personnel and appropriate equipment available for the purpose of maintaining and updating the Selected Applications, maintaining the supplemental application building utility, and operating and maintaining the System in accordance with the professional standards of the software and application service provider industries.

XAP will provide three levels of System User support:

- Frequently Asked Questions
- Electronic Mail
- Toll-Free Voice Hotline

Responses to a series of Frequently Asked Questions will be maintained on the System and will be available to all System Users.

XAP's customer support staff will respond to inquiries submitted by electronic mail. XAP will utilize its best efforts to respond to e-mail received prior to 3:00 PM, Pacific Time, on a day XAP is open for business during the same day it is received and to respond to e-mail received after 3:00 PM or on holidays, weekends or other non-business days during the next business day following the day of receipt.

XAP will provide a toll-free telephone number for customer support calls. Customer support representatives shall be available to answer calls on business days during the hours from 6:30 AM to 6:30 PM, Pacific Time.

XAP will assign a client services manager (the "Client Services Manager") who serves as the single point of contact for the INSTITUTION. The Client Services Manager will answer questions, provide training and otherwise assist the INSTITUTION in its understanding of, integration into, and use of the System.

3. The INSTITUTION hereby agrees to commence participation in the System on the Effective Date. In anticipation of the commencement of participation, XAP shall undertake such actions as are appropriate to enable the INSTITUTION to commence participation in the System on such date. The INSTITUTION shall pay to XAP a one-time set-up fee of Five Thousand Seven Hundred Ninety Six Dollars (\$5,796). XAP shall invoice the INSTITUTION for the set-up fee promptly following execution of this Institution Agreement, and the INSTITUTION shall pay such invoice within thirty (30) days of the date of the invoice.

In addition, The INSTITUTION shall pay to XAP fees for the operation and maintenance of the Selected Applications with respect to the INSTITUTION as follows:

**Common Application (including Supplement)**

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$10,822.00
July 1, 2009 – June 30, 2010	\$11,038.00
July 1, 2010 – June 30, 2011*	\$11,259.00
July 1, 2011 – June 30, 2012*	\$11,484.00



### Spanish Application

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$3,677.00
July 1, 2009 – June 30, 2010	\$3,751.00
July 1, 2010 – June 30, 2011*	\$3,826.00
July 1, 2011 – June 30, 2012*	\$3,903.00

### BOG Fee Waiver Application

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$2,101.00
July 1, 2009 – June 30, 2010	\$2,143.00
July 1, 2010 – June 30, 2011*	\$2,186.00
July 1, 2011 – June 30, 2012*	\$2,230.00

*\* Pricing if the optional periods as outlined in Section 3 of Amendment No. 2 to Butte-Glenn Agreement are exercised.*

In the event the INSTITUTION participates in the System for only a portion of an operation and maintenance period specified above, the price for operation and maintenance during such period shall be pro rated on a linear basis for such period either through invoicing of a reduced amount or refund of amounts previously paid, based on a year composed of twelve (12) months of thirty (30) days each. The fee for operation and maintenance shall be paid on an annual basis. With respect to each annual period (or a portion thereof) ending on a June 30, XAP shall invoice the Institution following the commencement of such period, with payment due thirty (30) days after the date of the invoice.

4. The term of this Agreement shall commence on the date first above stated and shall continue for as long as the Butte-Glenn Agreement is in effect.

Either party to this Institution Agreement may terminate this Agreement by notice to other party in the event the other party has committed a material breach of this Agreement and the party committing the breach has failed to cure such breach within thirty (30) days of notice of such breach given by the party not committing such breach. Upon termination, the INSTITUTION shall forthwith pay XAP for operation and maintenance through the date of termination, but such payment shall not affect the right of the party terminating this Institution Agreement to seek damages for breach of contract. The provisions of Sections 9 and 10 of this Institution Agreement shall survive termination and remain binding on the parties and enforceable against them in accordance with the terms thereof.

5. The INSTITUTION shall accept and process each of the Selected Applications maintained on the System as an official application for the purpose for which it is being submitted. The INSTITUTION shall establish and maintain one or more Links from its website to the System.

6. The INSTITUTION shall at regular intervals no less frequent than semi-annually review the information regarding the INSTITUTION maintained on the System and, to the extent necessary, update such information in order to keep it accurate. The INSTITUTION shall review the Supplement no less frequently than annually to determine whether the INSTITUTION desires to revise the Supplement.

7. XAP and the INSTITUTION shall treat the data entered into the System by members of the public who access the System ("System Users") in accordance with (i) each System User's expressed directions, and (ii) all applicable laws governing the privacy of such information. Students providing data over the System in connection with a Selected Application will not be presented any offers to utilize other services while completing, reviewing or submitting such Selected Application, unless these offers have been explicitly approved by the CCC Chancellor's Office. Should the CCC Chancellor's Office desire to make data entered into the System transferable directly from the System to other student services systems designed, developed operated or maintained by XAP, such as CSUMentor®, XAP may be permitted to facilitate such transfer under arrangements established with the CCC Chancellor's Office. Users of other student services systems designed, developed, operated or maintained by XAP shall be permitted to access, complete and submit to the INSTITUTION any of the Selected Applications residing on the System and to view the INSTITUTION specific information (including that presented through "Key Facts") residing on the System. System Users who independently log-on to other student services systems designed, developed, operated or maintained by XAP may be able on such other systems to utilize data initially entered on the System provided they employ the usernames and passwords associated with the account employed when the data was entered.

8. The Office of Civil Rights of the United States Department of Justice has determined that Admissions and Records personnel at the California Community Colleges can neither view nor have access to certain sensitive data about applicants until after the admission action with respect to such applicants is taken. At the present time, these sensitive fields are (i) marital status from the Residency screen and (ii) Disabled Student Programs and Services (DSPS) data from the Needs and Interests screen. In addition, the Office of Civil Rights has specified that only DSPS personnel can have access to DSPS data. To implement the solution approved by the Office of Civil Rights, XAP will set up XAP Control Center accounts for designated individuals at the INSTITUTION. Full access privileges will be provided to a "Data Center Account Holder", who will be designated by an authorized representative of the INSTITUTION in a written notice to XAP. The Data Center Account Holder's account privileges will enable the Data Center Account Holder to view and download all fields in Selected Applications to the INSTITUTION and to determine what fields can be viewed or downloaded by the other INSTITUTION account holders. The INSTITUTION will cause the Data Center Account Holder to set up the projects for download and viewing for the other account holders at the INSTITUTION so that (i) account holders in the Admissions and Records offices will not have access to the sensitive fields until after the applicant is admitted and then may have access only to marital status and (ii) only account holders who are DSPS personnel will have access to DSPS data.

If the INSTITUTION fails to cause its Data Center Account Holder to act in accordance with the foregoing provisions regarding access to sensitive data, the INSTITUTION may be cited by the Steering Committee for CCCApply and may also be reported by the Steering Committee for CCCApply to the CCC Chancellor's Office for appropriate action by the Chancellor's Office. If the INSTITUTION is directed by the

Chancellor's Office. Upon termination of its participation in the System, the INSTITUTION agrees that upon the request of the Chancellor's Office, the INSTITUTION will destroy all personally identifiable data received through CCCApply in whatever form, including electronic, such data is then held by the INSTITUTION.

9. The information, ideas, concepts, content, know-how, technologies and other intellectual property developed by XAP and utilized in connection with the creation of the Selected Applications and all other aspects of the design, development, operation and maintenance of the System, including but not limited to the source code, object code (software code), data processing, original artwork, graphic design, trademarks, and the specialized tools utilized to develop and maintain the software utilized in connection with the System, shall under all circumstances be and remain the sole property of XAP. The INSTITUTION is not authorized for any reason whatsoever to perform reverse engineering of such software by any means, including disassembly, decomposition, or any other means or mechanism, and the INSTITUTION agrees not to engage, directly or indirectly, in any such reverse engineering. Nothing herein shall preclude the INSTITUTION from acquiring and using any such information, ideas, concepts, content, know-how, technologies or other intellectual property from publicly available sources or through private arrangements with the owners thereof.

XAP shall indemnify and defend the INSTITUTION from any and all claims of infringement or violation through operation of the System and any other activities conducted by XAP pursuant to this Agreement of the rights of any holder of copyright, trademark, or patent interests and rights in any products provided or used by XAP in the performance of this Agreement. XAP shall have no such obligation to indemnify and defend with respect to any claim unless the INSTITUTION (i) promptly notifies XAP of such claim in writing, (ii) tenders control of the defense of such claim to XAP, and (iii) provides XAP with such cooperation and assistance as XAP may reasonably request. XAP shall not settle any such claim under terms that impose any obligation upon the INSTITUTION without the prior written consent of the INSTITUTION, which consent shall not be unreasonably withheld.

10. The information, data, content and other intellectual property provided by the INSTITUTION and utilized in connection with the creation of the Supplement and all other aspects of the design, development, operation and maintenance of the System shall under all circumstances be and remain the property of the INSTITUTION. Nothing herein shall preclude XAP from acquiring and using any such information, data, content, or other intellectual property from publicly available sources or through private arrangements with the owners thereof.

11. In performance of this Agreement, XAP is acting as an independent contractor. XAP and any officer, employee, subcontractor or agent of XAP shall neither be or be deemed to be employees or agents of the INSTITUTION nor considered to be entitled to any benefits provided to employees of the INSTITUTION. XAP shall have no right or authority to enter into agreements on behalf of, or otherwise bind, the INSTITUTION, and the INSTITUTION shall have no right or authority to enter into agreements on behalf of, or otherwise bind, XAP.

12. The parties agree to comply with all applicable national, state and local laws and regulations in the performance of their obligations under this Institution Agreement

including, but not limited to, the observance of all laws and regulations relating to the privacy of information provided by System Users.

13. Failure by either party at any time to enforce any obligation of the other party, to claim a breach of any term of this Institution Agreement, or to exercise any right or power arising hereunder will not be construed as a waiver of that or any other obligation, breach, right or power and, in particular, will not affect any subsequent breach and will not prejudice either party with regard to any subsequent action.

14. Each of the parties represents, respectively, that (i) it has all requisite power, authority, and capacity to enter this Institution Agreement and to perform its obligations hereunder; (ii) the execution and delivery of this Institution Agreement by such party and the consummation of the transactions contemplated hereby by such party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; (iii) this Institution Agreement constitutes a valid, legally binding agreement of such party, enforceable against such party in accordance with its terms; and (iv) the execution, delivery, and performance of this Institution Agreement by such party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated hereby will not violate, conflict with, result in a breach of or constitute a default under its charter instrument, by-laws, or any instrument or agreement to which it is a party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

15. This Institution Agreement shall be construed in accordance with the laws of the State of California.

16. This Institution Agreement constitutes the entire agreement between XAP and THE INSTITUTION with respect to the subject matter hereof and supersedes any and all prior oral or written communications or contemporaneous oral communications relating to the subject matter hereof.

17. Any notice or other communication required under this Institution Agreement shall be given in writing and shall be deemed given when actually delivered, one business day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) business days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with any postage or other delivery charges prepaid, addressed as follows:

If to XAP:

XAP Corporation  
3534 Hayden Avenue  
Culver City, California 90232  
Attn: Romualdo Teh

If to THE INSTITUTION:

Southwestern College  
900 Otay Lakes Road  
Chula Vista, CA 91910  
Attn: Mia McClellan

Either party may change the address to which notices and other communications shall be delivered by notice thereof to the other party given the manner provided above.

18. In the event that any one or more of the provisions of this Institution Agreement shall for any reason be declared unenforceable, such provision shall, if possible, be

deemed modified to the minimum extent necessary in order for it to be enforceable. The invalidity or unenforceability of any provision of this Institution Agreement will not affect the validity or enforceability of any other provision.

19. Both parties acknowledge that the provisions of Sections 9 and 10 are necessary and reasonable to protect proprietary information, other intellectual property and goodwill, that the proprietary information and other intellectual property is unique, and that the loss or disclosure of the proprietary information or other violation of Section 9 or 10 will cause a party irreparable harm for which it will have no adequate remedy at law. Therefore, in addition to any other rights and remedies that an aggrieved party may have, such a party shall be entitled to obtain, without posting any bond, as to which the other party agrees not to oppose a request, injunctive and other equitable relief to prevent a breach or continued breach of Section 9 or 10. Each party acknowledges that its obligations under Sections 9 and 10 shall be specifically enforceable.

20. This Institution Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. All rights, obligations, covenants and agreements of the parties contained in this Institution Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the parties' respective successors and assigns.

22. The terms "herein," "hereof," and similar internal references refer to this Institution Agreement as a whole and, except as specifically stated to the contrary, not to any particular section or portion of this Institution Agreement. As used herein, the singular includes the plural and *vice versa*; and each gender of pronouns shall be deemed to include the others.

23. Each of the parties hereto acknowledges that the form of this Institution Agreement was negotiated by CCC, representing the interests of the California Community Colleges, XAP and their respective counsel; that the use of this form of Institution Agreement is mandated by the Butte-Glenn Agreement; and that CCC, XAP and their respective counsel have been involved in and are chargeable with the drafting of this Institution Agreement. Accordingly, this Institution Agreement shall be interpreted based on the language contained herein and any relevant facts and circumstances other than those relating to the drafting of this Institution Agreement or specific portions hereof. No rule of contract interpretation or construction that resolves uncertainties against the party drafting particular language shall apply to the interpretation of this Institution Agreement or any dispute hereunder.

24. Except as hereinafter provided, neither XAP nor the INSTITUTION will be liable under this Institution Agreement for any special, incidental, consequential or exemplary damages, including damages for loss of use or loss of or damage to data or information of any kind, arising out of or in connection with this Institution Agreement, even if XAP or the INSTITUTION, as the case may be, has been advised of the possibility of such damages. In no event will the liability of XAP for any claim relating to this Institution Agreement other than an indemnity claim arising under Section 9 hereof, whether in contract, tort or any other theory of liability, exceed the amounts paid by the INSTITUTION to XAP hereunder.

In Witness Whereof, the parties hereto have executed this Institution Agreement as of the date first above written.

**XAP Corporation**

By: \_\_\_\_\_

Romualdo Teh  
VP, Program Management

Southwestern Community College  
District

By: \_\_\_\_\_

Name: Raj K. Chopra, Ph.D.  
Title: Superintendent / President

# ITEM #16 E1

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August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBJECT: Agreement with Education Management and Assistance Corporation

RECOMMENDATION

Ratify Agreement No. A2478.08 with Education Management and Assistance Corporation (EdMAC), to conduct an external audit, for the period July 16 to December 31, 2008, inclusive, in the amount of \$1,000 per day plus expenses, not to exceed a total of \$5,000.

RATIONALE FOR RATIFICATION

The services to review internal controls were needed immediately by the District after the July 9, 2008 Governing Board meeting.

OVERVIEW

The purpose of the agreement with Education Management and Assistance Corporation is to conduct an audit of various accounts to ensure that appropriate controls are in place.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45110-662000-000

RKC:gb



## BIO

Thomas E. Henry has 34 years experience in public administration, with more than 24 years working with state and national policy-makers. He holds two Master's Degrees: one in Public Administration and the other in Special Education. He also holds Secondary, Special Education, and Administrative Service credentials. His past experience includes Superintendent positions at three unified school districts, Assistant Superintendent of Business and Administrative Services at a county office of education, and Associate Superintendent for the Kern County Superintendent of Schools. Mr. Henry is a highly sought out speaker for local, state and national conferences/workshops.

Significant Engagements/Assignments: A sampling of Mr. Henry's engagements and key assignments follows:

- Mr. Henry was recently appointed by the State Chancellor for the California Community Colleges as Special Trustee to Compton Community College District. Compton Community College District recently lost their accreditation and Mr. Henry has assumed the role of the Compton Community College District Governing Board. In addition to governance issues, Mr. Henry is charged with working with the State Legislature, Administration and Compton community in creating a plan to keep the college open and fully accredited.
- Chief Executive Officer for FCMAT. The agency provides fiscal crisis intervention and management assistance to local educational agencies through-out California. For the State Legislature, FCMAT has conducted comprehensive assessments of the Oakland Unified, San Francisco Unified, Compton Unified, West Contra Costa Unified, West Fresno Elementary, Berkeley Unified and Vallejo City Unified school districts. FCMAT has provided studies for more than 550 school agencies since its inception.
- Appointed by Governor Schwarzenegger to sit on the Governor's Committee on Education Excellence, a non-partisan, privately funded group charged with examining K-12 education in California and recommending steps to improve the performance of public schools.
- Appointed as Vice-Chair of the Governance Committee for the Master Plan for Education in California. Received a State Resolution from the Honorable Dede Alpert, Chair of the Joint Committee to Develop a Master Plan for Education.
- Selected by the State Legislature to sit on a three-member state audit appeals panel. The other panel members are the State Superintendent of Public Instruction and the State Director of Finance.
- Administered the State's first teleconferencing project. FCMAT developed teleconferencing capability in 58 county offices of education. This system, under the leadership of FCMAT's Deputy Executive Officer, has become a cost-effective and efficient means of sharing information with state policy-makers and users in the field.
- Appointed through ACLU to monitor the progress of the Compton Unified School District relative to the stipulations of a consent decree.

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# **EDUCATION MANAGEMENT AND ASSISTANCE CORPORATION (EdMAC)**

## **PRODUCT AND SERVICES AGREEMENT**

This AGREEMENT is made and entered into this August 13, 2008, between the Southwestern Community College District, hereinafter referred to as "District", and the Education Management and Assistance Corporation, hereinafter referred to as "EdMAC". The District and the EdMAC are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

**WHEREAS**, the District requests specialized services and/or advice in Community College operations, hereinafter referred to as "PRODUCTS/SERVICES" and more fully defined in Article I, Paragraph 1 of this AGREEMENT — where such PRODUCTS/SERVICES will assist the District in decision making; and

**WHEREAS**, EdMAC is specially trained, experienced and competent to provide the PRODUCTS/SERVICES to the District; and

**WHEREAS**, the PRODUCTS/SERVICES are required immediately by the District, it is understood that EdMAC will engage through authorization of the Superintendent/President and this authorization and AGREEMENT will be ratified by the District at the August or September board meeting; and

**WHEREAS**, EdMAC has indicated willingness and commitment to provide the PRODUCTS/SERVICES to the District on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE I**

#### **SCOPE OF PRODUCTS/SERVICES TO BE PROVIDED BY EdMAC**

1. **PRODUCTS/SERVICES TO BE PROVIDED BY EdMAC.** The EdMAC shall provide the PRODUCTS/SERVICES to the District on the terms set forth herein. EdMAC agrees to perform the following work for the District. The PRODUCTS/SERVICES shall be performed at times and places determined by the EdMAC:
  - a) EdMAC shall provide specific PRODUCTS/SERVICES regarding District issues.
  - b) EdMAC has the right to be the exclusive provider of the PRODUCTS/SERVICES specified herein, but may augment the team with other specialists.
  - c) EdMAC shall provide a PRODUCT/SERVICE that includes:
    - An Administrative Review of the Internal Controls of the District
    - Examine Status of Various Report Findings and Recommendations
    - Review and/or Complete Fiscal Health Self-Assessment Checklist

**ARTICLE II**  
**EdMAC'S REPRESENTATIONS**

1. **EdMAC CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES.** EdMAC makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and EdMAC acknowledges and agrees that the DISTRICT, in deciding to engage EdMAC pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of EdMAC'S engagement hereunder:
  - a) EdMAC is qualified in all respects to competently provide to the DISTRICT all of the PRODUCTS/SERVICES contemplated by this AGREEMENT and, to the extent required by any applicable laws, EdMAC has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such PRODUCTS/SERVICES as are called for hereunder.
  - b) EdMAC, in providing the PRODUCTS/SERVICES and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and non-discrimination laws.
2. **CONFLICT OF INTEREST.** EdMAC warrants that EdMAC has no business or financial interests which are in conflict with EdMAC'S obligations to the DISTRICT under this AGREEMENT and further agrees to disclose any such interest which may be acquired during the term of this AGREEMENT.

**ARTICLE III**  
**TERMS AND CONDITIONS**

1. **PERIOD OF PERFORMANCE.** This Agreement shall commence on July 16, 2008, the Effective Date, and shall terminate on December, 31 2008 ("Period of Performance"). EdMAC shall provide and complete all PRODUCTS/SERVICES within the Period of Performance.
2. **REQUESTOR.** The following named officer is designated as the DISTRICT Requestor in coordinating the EdMAC'S services with the DISTRICT and will be responsible for approving EdMAC'S invoices for payment.

Raj K. Chopra, Ph.D.  
District's Requestor

Superintendent/President  
Title

Administration  
Department/Division

The DISTRICT may, at any time during the term of this Agreement, change the person identified as the "Requestor" without notice.

3. COMPENSATION TO EdMAC.

- a) District agrees to pay EdMAC one thousand dollars (\$1000.00 per day Plus Expenses), not to exceed a total of five thousand dollars (\$5,000.00).
- b) District agrees to pay EdMAC as set forth in the Schedule of Contract Deliverables as follows:

Arrears for satisfactorily rendered PRODUCTS/SERVICES will be made within thirty (30) days after the receipt of a "correct" invoice signed off by the REQUESTOR with the dates and hours that the EdMAC has provided PRODUCTS/SERVICES. Invoices shall be in a form acceptable to the REQUESTOR, but invoices shall include a breakdown of activities by date, time (expressed in tenths of hours, if EdMAC is compensated on an hourly rate basis), identification of the individual performing the PRODUCTS/SERVICES, and a description of the PRODUCTS/SERVICES provided during that time period. All invoices should be mailed to the REQUESTOR at the address shown below. Payment will be made via First Class U.S. mail addressed per Article VI, 2, of this AGREEMENT.

4. EXPENSES. DISTRICT shall reimburse EdMAC for its actual and necessary expenses associated with providing PRODUCTS/SERVICES, including travel, lodging, meals, and any approved incidentals

**ARTICLE IV**  
**STUDY TEAM**

1. The study team will include the Education Management and Assistance Corporation. EdMAC will assign Thomas E. Henry to perform the study. The study team may also include other qualified consultants with expertise in specific areas of DISTRICT operation, if necessary.

**ARTICLE V**  
**TERMINATION**

1. This AGREEMENT may be terminated by either party upon ten (10) days written notice to the other party. The DISTRICT also reserves the right to cease making use of EdMAC's services with or without cause at any time.
2. In the event of a termination or notice to cease provision of services by DISTRICT, the DISTRICT shall pay the EdMAC for all PRODUCTS/SERVICES performed and all authorized expenses incurred under this AGREEMENT, supported by documentary evidence, and expense reports up until the date of the termination or notice to cease provision of services.
3. Without invalidating the AGREEMENT, the DISTRICT may at any time order the EdMAC to suspend all or a portion of the PRODUCTS/SERVICES required under this

AGREEMENT. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

## **ARTICLE VI**

### **DEFENSE AND INDEMNITY**

1. EdMAC 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 EdMAC in the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless EdMAC 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 District in the negligent performance of this Contract.

## **ARTICLE VII**

### **MISCELLANEOUS**

1. FINGERPRINTING REQUIREMENTS. Education Code Section 45125.1 states that if employees of any CONSULTANT providing school site administrative or similar services may have any contact with any under age pupils (younger than 18 years of age), those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by EdMAC, EdMAC will not perform PRODUCTS/SERVICES until all employees providing PRODUCTS/SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.
  - a) DISTRICT has determined that EdMAC'S services will not result in contact with under age pupils. If contact will be made, EdMAC will obtain fingerprinting clearance for all employees before PRODUCTS/SERVICES can begin and EdMAC will provide a list to the DISTRICT of all employees cleared by DOJ who will provide services under this Agreement. Failure to provide such written certification within sixty (60) days of execution of this Agreement will result in immediate termination of this Agreement.
2. NOTICES. All notices required to be delivered under this AGREEMENT to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be

thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

TO DISTRICT:

Southwestern Community College District  
900 Otay Lakes Road  
Chula Vista, CA 91910  
Phone: 619-421-6700  
Attention: Raj K. Chopra, Ph.D.

TO EDMAC:

Education Management Assistance Corporation  
210 Chapman Lane  
Petaluma, California 94952  
Phone: 707-762-0442

3. LEGAL STATUS. EdMAC, in the performance of this AGREEMENT, shall be and act as an independent contractor. EdMAC understands and agrees that EdMAC and all of EdMAC's 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. EdMAC assumes the full responsibility for the acts and/or omissions of EdMAC's employees or agents as they relate to the PRODUCTS/SERVICES to be provided under this AGREEMENT. EdMAC shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective EdMAC's employees.

The parties stipulate that EdMAC is not being retained to perform academic work for DISTRICT and will not be performing any duties under this agreement that require qualification as an academic administrator or any service as an employee of the DISTRICT. It is specifically not the intent or expectation of the parties that Consultant will be performing "creditable service" under this Agreement for purposes of STRS, as defined in Education Code Section 22119.5.

Under the provisions of Internal Revenue Services and Franchise Tax Board regulations, the DISTRICT is required to obtain the EdMAC'S Social Security Number (SSN) or Tax Identification Number (TIN) as appropriate, and to file Information Returns for payment made by the DISTRICT on Form 1099-NEC on a calendar year basis.

The EdMAC'S copy of Form 1099-NEC will be mailed to the address shown in Article VI, 2, of this Agreement. EdMAC'S status is that of an individual consultant and his TIN is: 51-0644406

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or EdMAC.

4. The DISTRICT and EdMAC, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. EdMAC shall not assign this AGREEMENT.
5. This AGREEMENT shall be governed by the laws of the State of California.
6. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and EdMAC and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the EdMAC.
7. Time is of the essence with respect to all provisions of this AGREEMENT.
8. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.
9. All PRODUCTS AND SERVICES are considered public documents and will be provided upon request. DISTRICT will be notified upon any requests being made of public documents.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

EDUCATION MANAGEMENT  
And ASSISTANCE CORPORATION

SOUTHWESTERN COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Raj K. Chopra, Ph.D.  
Superintendent/President

Originator:	<u>Raj K. Chopra, Ph.D.</u>
Title:	<u>Superintendent/President</u>
Account No.	<u>1-45110-662000-000</u>

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 7/16/08 # A2478.08 *SH*



# ITEM #17 A1

August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: William C. Kinney *WCK*  
Dean, Higher Education Center at National City

SUBJECT: Agreement with the Coronado Yacht Club

RECOMMENDATION

Approve Agreement No. A2480.08 with the Coronado Yacht Club, for use of facilities, for the period August 14, 2008 to June 30, 2009, inclusive, at no cost to the District.

OVERVIEW

The Higher Education Center at National City is requesting approval of the enclosed agreement with the Coronado Yacht Club. This agreement provides use of the Coronado Yacht Club for the purposes of temporary docking of two keelboats on a daily basis until a permanent location is constructed at the Crown Cove Aquatic Center.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

WCK/kj

**AGREEMENT BETWEEN SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
AND Coronado Yacht Club  
FOR USE OF FACILITIES**

The Higher Education Center in National City of Southwestern Community College District (hereafter referred to as the "District") and Coronado Yacht Club (hereinafter referred to as "Owner") hereby enter into this Agreement for Use of Facilities and agree as follows:

1. **Address of Facilities:**

2. **Owner:**

- Will provide the above-referenced facilities to District to use for purposes of its Exercise Science program(s)
- Will make such facilities available from: 8:30 a.m. to 5:00 p.m. on weekdays and weekends.
- Will make such facilities available for the docking of 2 keelboats 24 hours a day.
- Will not charge the District rent for use of these facilities

OR

- Will charge the District a total of \$0 for use of these facilities

3. **District:**

- Will use the facilities for instructional purposes only
- Will use the facilities for the docking of 2 keelboats
  - a. Will provide regular maintenance on docked vessels.
  - b. Will maintain insurance on docked vessels.
- Will not sublet or assign use of the facilities to any third party
- Accepts the present condition of the facilities as "good" and agrees no alterations of a permanent nature will be made to the facilities
- Will, upon termination of this Agreement, surrender the facilities in good condition; as defined above.

4. **Term of Agreement:** The period covered by this Agreement begins August 14, 2008 and terminates June 30, 2009

5. **Insurance:** Each party to this Agreement agrees to ensure that it currently has, or will procure, and will maintain in full force and effect during the life of this Agreement, adequate insurance covering its obligations and liabilities under this Agreement. Each party shall supply a certificate of insurance upon request.

6. **Indemnification:** Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses 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/or employees.

7. **Termination:** Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

By: \_\_\_\_\_  
Raj K. Chopra, Ph.D.  
Superintendent/President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Dodson, Commodore

Dated: \_\_\_\_\_


APPROVED AS TO FORM,  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 7/22/08 #A2490.08


)

August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

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

SUBJECT: Agreement with U.S. Small Business Administration

RECOMMENDATION:

Ratify Agreement No. AR2493.08 with the U.S. Small Business Administration, to operate the Small Business Development Center (SBDC) regional lead and three SBDC field centers to provide technical and training services to small businesses throughout San Diego and Imperial Counties, for the period January 1 to December 31, 2008, inclusive, in the amount of \$790,918 income to the District.

RATIONALE FOR RATIFICATION

On September 12, 2007, the Governing Board approved the application to the United States Small Business Administration for a grant to operate the SBDC regional lead and three SBDC field centers to provide technical and training services to small businesses throughout San Diego and Imperial Counties. The grant documents were issued June 2, 2008.

OVERVIEW

The three service centers funded in this grant include: SBDC North San Diego County (hosted by MiraCosta College), Imperial Valley SBDC (hosted by Imperial Valley College), and Small Business Development and International Trade Center (hosted by Southwestern College).

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38199-050613-928

TA/bg



# NOTICE OF AWARD

U.S. Small Business Administration

## 1. AUTHORIZATION (Legislation/Regulation)

15 USC 648; 31 USC 6305; 13 CFR Part 130

## 2. Grant/Cooperative Agreement No.:

8-603001-Z-0064-06

## 3. RECIPIENT: (Name, Organizational Unit, Address)

Southwestern College  
SBDC Network San Diego/Imperial  
900 Otay Lakes Road  
Chula Vista, CA 91910

## 4. PROJECT PERIOD (Mo./Day/Yr.)

From 7/1/2003

(Mo./Day/Yr.)

Through 12/31/2008

## 5. BUDGET PERIOD (Mo./Day/Yr.)

From 1/1/2008

(Mo./Day/Yr.)

Through 12/31/2008

## 6. FEDERAL CATALOG NO.

59.037

## 7. ADMINISTRATIVE CODES

8-603001-0064

## 8. TITLE OF PROJECT/PROGRAM (limit to 53 spaces)

Small Business Development Center

## 9. AWARD AMOUNT

Amount of SBA Financial Assistance

\$790,918.00

## 10. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator)

NAME Trujillo, Debbie Initial  
Last First  
ADDRESS: same as #3 above.

## 11. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)

BUDGET  
YEARTOTAL  
DIRECT COSTBUDGET  
YEARTOTAL  
DIRECT COST

a.

b.

## 12. Approved Budget (Excludes SBA Direct Assistance)

☐ SBA Funds Only

☒ Total project costs including all other financial participation.

	Federal Share	Non-Federal Share
a. Personal Service	0.00	0.00
b. Fringe Benefits	0.00	0.00
c. Consultants	0.00	0.00
d. Travel	0.00	0.00
e. Equipment	0.00	0.00
f. Supplies	0.00	0.00
g. Contractual	0.00	0.00
h. Other	0.00	0.00
i. TOTAL DIRECT COSTS	0.00	0.00
j. Indirect cost (Rate), % of S & W/TADC	0.00	0.00
k. OTHER APPL. COSTS	0.00	0.00
l. TOTAL APPROVED BUDGET	0.00	0.00

\*Must meet all matching or cost participation requirements subject to adjustment in accordance with SBA policy

13. REMARKS (Other Terms & Conditions Attached) ☒ Yes ☐ No

FY 2008 Award: Previous: \$0.00  
Increase: \$790,918.00  
Total: \$790,918.00

## 14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS:

- ☒ 2 CFR Part 220 - Cost Principles for Educational Institutions
- ☐ 2 CFR Part 225 - Cost Principles for State and Local Governments
- ☐ 2 CFR Part 230 - Cost Principles for Non-Profit Organizations
- ☐ FAR Subpart 31.2 -- Principles for Determining Cost Applicable to Awards with For-Profit Organizations
- ☐ 13 C.F.R. Part 143 -- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- ☒ 2 CFR Part 215 -- Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- ☒ OMB Circular - A - 133 - Audits of States, Local Governments, and other Non-Profit Orgs.

## 15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

## 16. CRS - EIN

95-6006659

## 17. COUNTY NAME

San Diego

## 18. CONGRESSIONAL DISTRICT NO.

51st

## 19a. CITY CODE

0710

## b. COUNTY CODE

073

## c. STATE CODE

06

## d. PROGRAM CODE

7007

## BUDGET CODE

## DOCUMENT NO.

## AMT. ACTION FIN. ASST.

## TYPE OF ORGANIZATION

## 20a. 0808.890100DA.603001.20251.4110

## b. 8-603001-Z-0064-06

## c. \$790,918.00

## d. P/S Control'd Inst High Educ.

Doris Young, Agreement Officer

## 21. AGENCY OFFICIAL (Signature, Name and Title)

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

## 23. RECIPIENT OFFICIAL (Signature, Name and Title)

Approved As To Form:

Office of the Senior Director of  
Business Operations & Facilities  
Planning

Date: 7/22/08 #AR2493-08

## 22. DATE ISSUED (Mo./Day/Yr.)

6/2/08

## 24. DATE (Mo./Day/Yr.)

JUN 2 - 2006

THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE TO THE FOLLOWING:

- A. The program legislation and regulation cited in block 1.
- B. This award notice including terms and conditions, if any, noted in block 13, Remarks.
- C. The accepted Application proposal.
- D. OMB Circulars or Federal regulations checked in block 14, in effect as of the beginning date of the budget period and as amended during the term of this Cooperative Agreement and Standard Provision 8 of the "Notice of Award."
- E. The applicable Program Announcement.
- F. SBA Administrative Guidelines, including SBA Memoranda, SBA Policy Notices, and SBA Standard Operating Procedures, in effect as of the beginning date of the budget period or that become effective during the term of this Cooperative Agreement.

In the event there are conflicting or otherwise inconsistent policies applicable to this award, the above order of precedence shall prevail, with A being first and F being last. Acceptance of ALL terms and conditions is acknowledged by the Recipient's Signature in block 23. Revisions to the terms and conditions of this Notice of Award are not intended to change any practices or meaning from the terms and conditions of the prior Notice of Award, unless otherwise stated in this Notice of Award.

In the event that the SBA is operating under a Continuing Resolution (CR) at the time of this award, funding will only be available to the extent that it is provided to the SBA for this purpose by the Office of Management and Budget. The amount available under this award under a CR will be limited to an amount less than the total anticipated amount of award pro rated based on the number of days in the CR period.

#### **STANDARD PROVISIONS**

##### **1. SCOPE OF PROJECT**

The U.S. Small Business Administration (SBA) awards this Cooperative Agreement to the Recipient described on the cover page of this Notice of Award to carry out the activities set forth in Section 21 of the Small Business Act (15 U.S.C. 648), SBA's Regulations (13 CFR part 130), the current SBDC Program Announcement, and the negotiated application proposal dated 08/23/07, which are incorporated into this agreement by reference. This Cooperative Agreement between the SBA and the Recipient is provided as federal assistance to manage and operate, within a state, territory, or commonwealth, a Small Business Development Center (SBDC).

This Cooperative Agreement will cover a one-year twelve (12) month project and budget period. This award is subject to the availability of funds.

Under this award the Recipient will use varied resources to counsel and train small business owners and managers in dealing with financial, marketing, and other operational and business opportunities and challenges. The SBDC will also assist these clients in developing feasibility studies, business plans, cash flows, financial statements, and similar business measurement and evaluation concepts and tools. The SBDC must provide client counseling assistance at no cost to its clients. However, the SBDC may charge a reasonable fee for training activities and/or certain specialized services (See

JUN 2 - 2001

Item 9, PROGRAM INCOME below).

The Recipient must obtain funds from non-Federal sources, which, at a minimum, match the funds supplied by SBA – refer to 13 CFR Part 130.450, Matching Funds.

2. DELINEATION OF SBA INVOLVEMENT

- a. SBA will determine acceptability of Recipient SBDC proposals.
- b. SBA will monitor SBDC activities for conformity with the requirements of the law, the Program Announcement, the Cooperative Agreement, and the Negotiated Proposal.
- c. SBA will monitor the SBDC's performance under the Cooperative Agreement and its ongoing operations to determine if it is making effective and efficient use of Program funds. This monitoring activity includes reviewing SBDC records, files, and procedures relating to the SBDC's performance under this agreement, as well as interviewing the SBDC's Clients to gauge its program effectiveness.
- d. The Associate Administrator for Small Business Development Centers, AA/SBDC, must approve all contracts, grants, and cooperative agreements the SBDC Lead Centers enter into with other Federal agencies, either individually or as part of a joint effort with other parties as required by 15 U.S.C. § 648 (a)(5). The AA/SBDC will review the subject and general scope of all such agreements and will not approve them unless the SBDC Lead Center demonstrates that its performance of the agreement will provide assistance to small business concerns *without hindering its ability to carryout the terms of this award.*
- e. SBA will refer Clients to the SBDC for assistance consistent with the SBDC's resources.
- f. The host institution must submit recruitment and selection plans for an SBDC State/Region Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and the AA/SBDC for approval of their adequacy. The SBA must concur with the SBDC State/Region Director selection. If a District Director has concerns with the capability of the selected candidate to meet the requirements necessary for the position, he/she must express those concerns in writing to the regional administrator, recipient organization, and AA/SBDC for review. The AA/SBDC will make a final determination. No SBA employee can participate in the selection process, including participating on a candidate review panel, for any SBDC employee.
- g. SBA will participate in the evaluation and dissemination of SBDC programmatic results and in the resolution of SBA policy issues.
- h. SBA will perform monitoring and oversight activities in order to determine whether the SBDC has developed procedures to track program income and whether this income was devoted to fulfilling eligible SBDC program objectives.
- i. SBA may share donated resources with the SBDC.

3. FISCAL ADMINISTRATION

- a. Payment Data



Upon receipt of the signed 'Notice of Award' (NOA) from the recipient's authorized representative by the Office of Small Business Development Centers in SBA Headquarters, funds will be available for disbursement. To receive payments, the recipient must be in the Centralized Contract Register (CCR) and provide valid bank routing and account information for SBA's administrative accounting system. To request payment of award funds, the Recipient must submit a Standard Form 270, 'Request for Advance or Reimbursement', signed by the authorized representative of the Recipient organization. Alternative formats or submittals without complete and accurate information will be denied payment and the recipient notified accordingly. Forms should be submitted via email or fax to:

Office of Small Business Development Centers (OSBDC),  
Attention: Alanna Falcone  
E-mail: SBDCPayments@sba.gov, or  
Facsimile: (202) 481-0507; Telephone number: (202) 619-1612

The recipient must forward the original signed SF-270 to OSBDC, 409 Third Street, SW, 6th floor, Washington, DC 20416. The Recipient must enter in block 4 (Standard Form 270), the appropriate Agreement/Document Number to identify the budget year of the Federal funds requested for payment. Awards for carryover funds and supplemental funds must carry the number from the original agreement. Submit a separate SF-270, if more than one agreement/document numbers apply. Additionally, the Recipient must fill-in block 5 of SF-270 (Partial Payment Request Number) in sequential order to indicate the cumulative number of forms submitted to the OSBDC.

- (1) Federal funds should be requested only as required to meet estimated or actual disbursements.
- (2) Recipients must make every effort to avoid accumulating Federal cash balances, which earn interest. The holding of Federal cash in excess of current disbursement needs is contrary to the objectives of the Federal Financial System.
- (3) The submission of a SF-270 is limited to no more frequently than monthly and no less frequently than quarterly.
- (4) The Recipient must submit at least one request for Federal funds (SF-270) for each of the dates stipulated in (5) below during each funding period. See Box 8, "Period Covered by This Request." The SF-270 should correlate to the activity during the respective time frame.
- (5) The recipient must submit a SF-270 for activity inclusive of the following dates: 3/30, 6/30, 9/30, and 12/31.

See applicable administrative guidelines 2 CFR Part 215.22 (i) (OMB Circular A-110) and 13 CFR Part 143.21 (i) regarding Federal advances.

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b. Payment Information

Problems or questions relating to payment under this Cooperative Agreement should be directed promptly to:

Associate Administrator  
Office of Small Business Development Centers  
U.S. Small Business Administration  
409 3rd Street, S.W., 6th floor  
Washington, D.C. 20416  
Telephone: (202) 205 6766 - Facsimile: (202) 205-7727

4. PRIOR APPROVAL

The Recipient must refer to 13 CFR Part 130.620; CFR Part 215.22 (c) and (f) or 13 CFR Part 143.30, whichever applies, for a list of the actions which require prior approval from the AA/SBDC. Some examples include, but are not limited to the following:

- a. Changes in SBDC program project scope or objectives;
- b. Change in a key person specified in the application or award document. See Program Announcement, Section VIII, Part B, XI. SELECTION OF A STATE/REGION SBDC DIRECTOR
- c. Additional line item expenditures not specified on the approved budget or as required by applicable cost principles cited in Item 8 below.
- d. Any budget revisions to Federal and matching funds, including fund transfers between cost categories when the amount of funds involved is greater than ten percent of the overall project budget.
- e. The transfer of amounts budgeted for indirect costs in order to absorb increases in direct costs.
- f. Change in amount claimed for indirect costs in excess of the approved budget (Federal and matching funds). See Program Announcement, Section IV, Part D., Indirect Costs and paragraph 13g of this award.

5. REPORTING AND RECORDKEEPING REQUIREMENTS

The Recipient agrees to maintain, and to require its SBDC Lead Center and Service Centers to maintain, complete and accurate records and supporting documentation to facilitate financial and/or program audits. The Recipient SBDC Network must furnish such records, including current financial statements, indirect cost rate agreements and agreements for matching funds for examinations and review to the SBA upon request. The SBA may request copies of supporting documents used to prepare reports for SBA as required by the program announcement, Section VI, B. REPORTING.

The Recipient must submit the following reports:

- a. Client service data such as SBA Management Information Systems (MIS), Entrepreneurial Development Management Information System (EDMIS) summary reports, and report of information transfers into EDMIS2. Beginning October 1, 2005, Resource partners and District Offices are required to certify all EDMIS data. All SBDCs are required to either manually enter data or upload

batch files to the EDMIS system. These files must contain complete information for all fields. The EDMIS system stores this client specific information and is capable of generating reports on the data. The data collection tools consist of Form 641, Parts I, II and III, Form 888 and an online collection of annual impact data. The 641 is designed to collect client specific data. As such, these fields should be as complete as possible. All fields must be completed when data is available, including but not limited to capital infusion data, job creation and retention data, and other economic impact data. SBDCs are also required to complete the Economic Impact Report in EDMIS (formerly IMSECURE). SBDCs that do not currently collect economic impact data on a client-by-client basis may use general client survey data to complete the separate Economic Impact Report. Please note that the reporting definitions are currently undergoing review. Award recipients will be notified of any changes prior to the start of FY 2008. The most current version of approved client definitions is available on [www.sba.gov/private/edmis2/private](http://www.sba.gov/private/edmis2/private). Other documentation regarding EDMIS is also available at this site;

- b. performance reports to reflect accurately the activities, accomplishments, and deficiencies of the SBDC network; and
- c. financial reports (i.e., Standard Form 272, Federal Cash Transaction Report, SF 269, Financial Status Report) to indicate the disbursement information and status of program funds.

d. Performance Reports

The SBDC Lead Center must prepare Performance Reports which reflect the consolidated efforts of the entire SBDC network consisting of the SBDC and all Service Centers. The SBDC Lead Center will furnish the Performance Reports to the SBA Project Officer in the respective SBA District Office. Performance Reports must be furnished in the form of an original, one copy, and an electronic version.

e. Financial Reports

The SBDC Lead Center must submit: (1) Financial Status Report (Standard Form 269) and (2) Federal Cash Transaction Report (Standard Form 272). An original and one (1) copy of both reports, signed by the authorized representative of the recipient organization, must be submitted to their respective SBA Project Officer in the SBA District Office. A recipient's failure to comply with this paragraph in a timely manner can result in delayed processing of payment requests.

The SBDC must maintain an updated list of funding sources and amounts for each source of funds received by the SBDC network (including grants, contracts, and contributions.) Additionally, for each source of funds, documentation of the name and phone number of the donor/contractor/grantor, the amount of funding, the intended purpose, and any requirements, stipulations, or deliverables must be maintained and made available during the biennial examination process.

The final report must include the SF 269 package which consists of the following:

- (1) SBDC approved SF 269;
- (2) Spreadsheet in support of the SF 269;
- (3) Schedule of indirect cost reporting Federal portion and waived indirect on the SF 269;
- (4) SBA Form 2113; and
- (5) Spread sheet in support of the SBA Form 2113.

The SBDC must report all unliquidated obligations (if any) on form 269 and obligations must be liquidated no later than 12-months after the end of the budget period. The total amount of unliquidated obligations must include the following:

Recipient share - Cash match disbursements and non-cash indirect match.

Federal share -- Federal direct disbursements and indirect claimed as federal reimbursement.

f. Reporting Period for Quarterly and Semi-annual Reports

The recipient agrees to submit quarterly or semi-annual reports determined by the number of years in the SBDC Program.

- (1) Recipients that have been in the SBDC Program for three years or less must submit reports on a quarterly basis. Reports are due within 30 days after the completion of each quarter month of operation. The annual report is due 90 days after the end of the budget period. The fourth quarter report will serve as the final annual report.
- (2) Recipients that have been in the SBDC Program for over three years must submit reports semiannually. The first report is due within 30 days after the completion of 6-months of operation. The second semiannual report is due within 90 days after the end of the budget period. The second semiannual report will serve as the final annual report.

g. ANNUAL REPORT

The Recipient's final annual performance report, (both the written and electronic versions) is due within 90 days after the end of the budget period and must contain a brief presentation of the activities involved, utilizing the following format: (See Section VI., B., of the Program Announcement for further information.)

- (1) A comparison of actual accomplishments to the estimated milestones established (See accepted proposal).
- (2) Reasons for slippages, in those cases where the milestones were not met, and a plan of action to overcome those slippages.
- (3) A comparison of actual financial expenditures by budget cost categories to the estimated budget. The Recipient must also include an explanation for every instance where its actual expenditures in a given budget cost category exceeded its estimated expenditure for that category, as established in its proposed budget. Financial data furnished in this report is from a SBDC Manager's Standpoint and is in addition to the information furnished in the Financial Reports cited below.
- (4) Other pertinent information, including economic impact data (e.g., jobs created, tax dollars generated, new business start-ups).

- (5) The Annual Performance Report must also contain a complete narrative explanation of project accomplishments, findings, recommendations, and anything of significance encountered during the period of project performance.

h. SBDC RECORDS RETENTION

Financial records, supporting documents, statistical records and other records pertinent to this award must be retained by the recipient for a period of three years from submission of the final financial Report. Exceptions include records related to audits, appeals, litigation or the settlement of claims started before the end the three year period will be retained until such audits, appeals, litigation or claims have been resolved and final action taken. Refer to the applicable regulations 2 CFR Part 215.22 .53 and 13 CFR Part 143.42 regarding other exceptions.

To ease the space problem that may occur, SBDC Networks may transfer these records to a computer storage, as long as a hard copy can be produced when necessary.

i. CLIENT CONFIDENTIALITY

A small business development center, consortium of small business development centers, or contractor or agent of a small business development center may not disclose the name, address, or telephone number of any individual or small business concern receiving assistance under this section without the consent of such individual or small business concern. The SBA Administrator may provide information only if —

- (1) ordered to make such a disclosure by a court in any civil or criminal enforcement action initiated by a Federal or State agency; or
- (2) considers such a disclosure to be necessary for the purpose of conducting a financial audit of a small business development center, but a disclosure under this clause shall be limited to the information necessary for such audit.

6. DISPUTES

The dispute resolution procedures are set forth more fully in 13 CFR Part 130.630.

- a. The AA/SBDC will decide, in writing, any financial dispute between the Recipient and SBA arising under the Cooperative Agreement.
- b. This decision will be made in consultation with SBA field and headquarters office personnel. The AA/SBDC's decision will be final and conclusive unless the recipient files a written appeal within thirty (30) calendar days from the date it received a copy of the AA/OSBDC's decision.
- c. The Recipient can only file its appeal of the AA/OSBDC's decision with the Chairperson of the SBA Grants and Cooperative Agreement Appeals Committee. An appeal is deemed filed on the date when it is either hand-delivered or mailed (date of postmark) to the Chairperson. The Committee's decision will be final.

- d. The Committee will afford the Recipient an opportunity to present its position, either in person or in writing, directly to the Committee.

7. COPYRIGHTS

The Recipient agrees to copyright conditions as stated in 2 CFR Part 215.36, for the University sponsored SBDCs and 13 CFR Part 143.34 for the state sponsored SBDCs.

8. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

The following OMB Circulars regarding Administrative Requirements and Cost Principles are applicable to this Cooperative Agreement as appropriate and are incorporated by reference.

Guidelines	Educational Institutions	State/Local Governments	Non-Profit Organizations
Administrative	2 CFR Part 215 (OMB Circular A-110)	13 CFR Part 143 (OMB Circular A-102)	2 CFR Part 215 OMB Circular A-110)
Audit	29 CFR Part 99 (OMB Circular A-133)	29 CFR Part 99 (OMB Circular A-133)	29 CFR Part 99 (OMB Circular A-133)
Cost Principles	2 CFR Part 220 (OMB Circular A-21)	2 CFR Part 225 (OMB Circular A-87)	2 CFR Part 230 (OMB Circular A-122)

To the extent that OMB Circulars are amended or modified during the term of this Cooperative Agreement, such changes are incorporated by reference into this Cooperative Agreement on their effective date.

9. PROGRAM INCOME

The Recipient must follow either 2 CFR Part 215.24 or 13 CFR Part 143.25, whichever applies. Program income means gross income earned by the SBDC Lead Center and Service Centers that is directly generated by a Cooperative Agreement supported activity or earned only as a result of the Cooperative Agreement with SBA. It includes, but is not limited to, income from service fees (e.g., fees for training events or specialized services), sale of commodities, and usage or rental fees. Program income also includes fees that are not actually received by the Recipient, but whose disposition is controlled by the Recipient through its SBDC Network. Program income does not include interest earned on advances of federal funds. Under co-sponsorship arrangements between SBDCs and other organizations for activities outside the SBDC Cooperative Agreement, fees collected and retained by the third party are not considered program income. However, that portion of gross fees allocable to the SBDC shall be collected and accountable as SBDC program income. The Recipient will not use Program income to match the federal dollars provided or in place of funds already budgeted in the Cooperative Agreement.

The Recipient will add Program income to program funds committed by the Federal agency and the recipient organization which must be used to further eligible SBDC program objectives. Program income must be expended in accordance with SBDC program requirements and applicable OMB Circulars.

The SBDC must expend any program income which exceeds 25% of its total Cooperative Agreement budget (SBA federal funds and matching funds) by year end. Any remaining program income may be carried over to subsequent budget periods to be utilized to further program objectives. SBDC Program Recipients are responsible for establishing a

separately identifiable Program income account to facilitate financial reporting. All program income must be reported on SBA Form 2113 and submitted as an attachment to the Standard Form 269, 'Financial Status Report'. The Recipient must include a narrative description of how program income was used to further eligible program objectives.

#### 10. SBA PERSONNEL

A Project Officer from the SBA District Office will be appointed to monitor the technical aspects of this award and will serve as liaison between the Recipient/SBDC Network and the SBA District Office and Headquarters staff. In areas with more than one District Office, the Project Officer is the point of contact, but must coordinate with the other District Offices. A Program Manager and a Grants Management Specialist at OSBDC Headquarters will also be appointed to each Recipient/SBDC. Written notification of these appointments will be furnished to the Recipient.

#### 11. CONTRACTOR REPORTS

The SBDC Lead Center will furnish copies of any reports generated by contractors or SBDC Service Centers, acquired through the use of Federal assistance funds, to the SBA Program Manager and the SBA Grants Management Specialist through the SBA Project Officer. The SBDC will make available individual private consultant reports if requested by SBA.

#### 12. RECOGNITION OF SBA/SBDC PARTNERSHIP

##### a. Use of SBA Logo and Acknowledgement of Support

SBA is committed to working closely with its resource partners to provide quality, customer-centric products and services that support the evolving needs of small business. Under the SBDC program (as established by the Small Business Act), SBA provides funding and other support to organizations for the provision of technical assistance to small business concerns. Accordingly, all SBDCs are required to appropriately acknowledge SBA's support.

It is important that SBA's role, identity and network of resources be clearly understood by SBDC clients. Further, SBA wants to ensure that all Agency and partner resources are fully leveraged, such that product duplication is avoided and sharing is prominent among and between SBA, the SBDC and other SBA resource partners.

Under this Agreement, each SBDC must feature the SBA logo and/or official acknowledgement of support on all materials produced (either in whole or in part) using project funds (i.e., federal funds, matching funds and/or program income). This requirement does not apply to materials that are not produced using project funds. For purposes of this section, the term "materials" includes, but is not limited to, items such as press releases, brochures, reports, advertisements, training booklets, websites, etc. The term "materials" does not include items such as stationery or business cards. The SBA logo appears below:

U.S. Small Business Administration



In addition, while SBDCs must display signage featuring the SBA logo at all facilities open to the public, such signage must also prominently feature the acknowledgement

of support identified below.

Where used, the SBA logo may be positioned in close proximity to a SBDC's own logo or may be placed in a prominent location elsewhere in the material. Additionally, whenever a SBDC elects to use the SBA logo, the following statement must appear immediately below or adjacent to that logo:

*Funded in part through a Cooperative Agreement with the U.S. Small Business Administration.*

This acknowledgement of support must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, a SBDC may substitute "SBA" for "U.S. Small Business Administration" in the acknowledgement of support. The acknowledgement of support must be presented in a legible typeface, font size and - where applicable - color contrast.

On materials for which an SBDC does not elect to use the SBA logo, it must at a minimum feature the acknowledgement of support listed above. The SBA logo and/or acknowledgement of support may not be used in connection with SBDC activities that are outside the scope of the Cooperative Agreement. **In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgement of support appear on items used in conjunction with fundraising; lobbying; or the express or implied endorsement of any good, service, entity or individual.**

Furthermore, where a SBDC produces materials which feature editorial content, it must use the following alternate acknowledgement of support (either independently or in conjunction with the SBA logo):

*Funded in part through a cooperative agreement with the U.S. Small Business Administration. All opinions, conclusions or recommendations expressed are those of the author(s) and do not necessarily reflect the views of the SBA.*

In accordance with Section 504 of the Rehabilitation Act and the Americans With Disabilities Act of 1990, all notices; promotional items; brochures; publications and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops sponsored or cosponsored by the SBA, must include the following accessibility/accommodations notice:

*Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [name, address, and phone number of person who will make the arrangements].*

b. Shared Information

The SBA will have an unlimited license and all rights to use data (excluding private client data), including those prepared or stored electronically, which are generated either partially or fully under this Cooperative Agreement, including materials that are copyrighted. Therefore, all SBDC-developed or funded training and/or information materials, such as publications, training guides/materials, online courses, online tools, web sites, etc. prepared for the betterment of small businesses will be readily available to SBA and all of its resources partners. As part of their planning process, SBDCs will be expected to develop plans for generating and sharing SBDC-produced training and information materials. These plans will be reviewed with the SBA program office. SBA may select some training materials for distribution via SBA's national on-line training network, the Small Business Training Network (SBTN)



JUN 2 - 2008

([www.sba.gov/training](http://www.sba.gov/training)). Registered clients taking such SBTN delivered courses which meet ED client definitions will be credited to the respective SBDC.

Any surveys or information collections to be conducted by the recipient as a requirement of the Cooperative Agreement are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that, before requiring the recipient to conduct surveys or information collections, it will complete the necessary requirements under the Paperwork Reduction Act. Surveys conducted by the recipient, independent of the SBA, are not subject to the Paperwork Reduction Act.

### 13. ADVANCE UNDERSTANDINGS

- a. If the recipient exits the SBDC Program, it agrees to assist the successor in transferring existing databases and records, such as Government-furnished and Government-paid hardware and software, publications/periodicals, etc., to the successor's place of performance. Award funds may be used to cover the cost of the transfer with prior written approval from the SBA.

b. Non-Transferability

This award may not be transferred or assigned (either in whole or in part) and no interest in this award may be conferred upon a third party without prior written approval from SBA. Failure to abide by this restriction may result in termination of the award.

c. Debarment or Suspension

No funds provided under this award may be used to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such individuals are currently under suspension or debarment by a Federal agency. The Recipient is responsible for verifying that all employees, consultants, and contractors paid with award funds are not suspended or debarred.

d. Operational Hours

- (1) To ensure that assistance is provided to the small business community to the maximum extent possible, the SBDC Lead center and service centers must be opened to the public throughout the year during the normal business hours of the host institution. In addition, efforts must be made to provide evening and weekend assistance, both online and in service centers, as appropriate to meet the needs of their clients.

- (2) Emergency closures shall be reported to the SBA Project Officer as soon as feasible.

- e. The SBDC Lead Center (including identified Service Centers) shall not subgrant this project. The recipient may contract out certain functions as approved herein; however, the prime recipient remains responsible for ensuring compliance with all applicable laws and regulatory requirements under this award.

f. Program Goals and Performance Measurements

This Cooperative Agreement provides a total of \$790,918 Federal Funds for continuation of the San Diego Small Business Development Center for

budget year 2008 subject to the availability of funds. The negotiated goals set for this award are 300 SBDC extended engagement clients of 5 hours or more of contact time. Additionally, negotiated goals are 36 new businesses created and \$3,000,000 capital infusion (to include SBA loans, non-SBA loans and equity investment).

g. INDIRECT COST REQUIREMENTS

SBA has approved indirect or administrative overhead costs shown on the award for budgetary purposes only, and the Recipient/SBDC Network (i.e., Lead Center and service centers) may not exceed nor charge such costs against this Cooperative Agreement unless allowability is established in accordance with the applicable cost principles. The Recipient/SBDC Network's treatment of all costs must be consistent with acceptable accounting procedures and in accordance with an indirect cost agreement negotiated with the SBA or another cognizant Federal agency.

In no instance shall the Recipient/SBDC Network charge indirect costs against this award which exceed amounts shown on the budget without prior written approval of the SBA Grants Management Specialist. SBA's approval of indirect costs on future awards may be contingent upon the establishment of approved rates and good faith efforts to comply with the above by the Recipient/SBDC Network. (The indirect cost rate in effect at the time of this Award should be used for the duration of the 12-month budget year).

- h. The Recipient agrees to maintain time and effort records by part time employees for determination of time charged to this agreement, as specified in 2 CFR Part 220, 2 CFR Part 225, and 2 CFR Part 230, whichever applies.
- i. Overmatch (expended within one budget period) may be used: 1) as match against additional Federal funding within the same budget period; 2) to offset confirmed audit disallowances applicable to the budget period in which the overmatch was expended; and/or 3) to match Federal funds approved for carryover from the same budget period into the next budget period. The Recipient must revise the final SF-269 to exclude that portion of non-Federal funds that will be used as match in support of the carryover. This overmatch is reported separately on the SF-269 for the carryover funds that is submitted for the subsequent funding period. However, once used for any of the above, these funds may not be used as match for any other purpose.
- j. The Recipient/SBDC Network agrees to be evaluated by SBA every other year using the SBA/SBDC examination process.
- k. Community Development Block Grant (CDBG) funds may be used to match SBDC grants where the SBDC activities are consistent with the authorized CDBG activities, and are identified in the consolidated plan of the CDBG grantee or in the agreement between the CDBG grantee and the sub-recipient of the funds.
- l. The specific identification SMALL BUSINESS DEVELOPMENT CENTER or SMALL BUSINESS AND TECHNOLOGY DEVELOPMENT CENTER must be a part of the legal name of every SBDC organization within the SBDC network (the existing Alabama, and Nebraska SBDCs are exempt from this requirement). SBDCs have two years from promulgation of the revised SBDC regulations (currently in progress) in which to make a necessary name change.

- m. SBA will not renew or extend any Cooperative Agreement unless the center has been accredited, as required by 15 U.S.C. 648 (k)(3)(B). The AA/SBDC may, however, waive this requirement if he/she determines that the center is making a good faith effort to obtain accreditation.
- n. A SBDC proposing to use the identification "Small Business and Technology Development Center" must follow the procedures set forth in Section VIII, Part E, "Guidelines" (SBTDC Designation) of the Program Announcement, and have the written approval of the AA/SBDC in advance.
- o. The Recipient agrees that no award funds will be used:
  - (1) to create or supplement a reserve or contingency fund or account;
  - (2) to provide financial assistance, including but not limited to subgrants and seed money for business ventures, unless authorized by statute;
  - (3) for the cost of promotional items and memorabilia including models, gifts, prizes, and souvenirs;
  - (4) for costs of entertainment, including alcoholic beverages, amusement, diversion and social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
  - (5) for contributions and donations (including cash, property, and services) or similar gratuitous transfers of funds or of goods or property purchased with award funds by Recipient to others;
  - (6) for the purpose of fund-raising;
  - (7) for lobbying as set forth in applicable OMB Circulars;
  - (8) for membership fees or dues in any civic or community organization (except for non-profit entities, refer to 2 CFR 230 § 30), country club, social or dining club or organization;
  - (9) for individual membership fees or dues in business, technical, and professional organizations.
- p. The Recipient/SBDC Network agrees to document and maintain adequate justification (including a detailed explanation of the benefits to the SBDC Program) of all dues allocated for membership in the ASBDC and/or other professional associations.
- q. In accordance with Section 504 of the Rehabilitation Act and the Americans With Disabilities Act of 1990, all notices, promotional items, brochures, publications and media announcements informing the public of events, programs, meetings, seminars, conferences, workshops, and websites sponsored or co-sponsored by SBA must include the following accessibility/accommodation notice:

Reasonable accommodations for persons with disabilities will be made, if requested at least two weeks in advance. Contact [name, address, and phone number of person] who will make the arrangements.

r. Surveys

Any surveys or information collections to be conducted by the Recipient as a requirement of the grant project are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that before the Recipient is required to conduct any survey or information collection that the SBA will complete the necessary requirements under the Paperwork Reduction Act. Surveys conducted by the Recipient independent of SBA are not subject to the Paperwork Reduction Act.

s. Co-sponsorship

The local District Office may jointly sponsor or stage an activity, event, or initiative with the SBDC. Where such an activity, event, or initiative is contemplated in the recipient's accepted proposal and Notice of Award, no separate co-sponsorship agreement is necessary. Conversely, where such an activity, event or initiative falls outside the activities contemplated in the recipient's accepted proposal and Notice of Award, a separate co-sponsorship agreement is required. If, however, a third entity will also participate as a sponsor (as opposed to simply a donor) in the activity, event, or initiative, a separate co-sponsorship agreement is required.

t. Administration of Carryover Funds

- (1) Use of carryover funds is subject to the terms and conditions of this award.
- (2) The Recipient must account for and report on expenditures of carryover funds separately from the current funding year allocation; however, no additional internal accounting treatments need to be applied to the prior year overmatch expenditures to be used as matching funds for this carryover beyond the standards applicable to the year in which the expenditures were made.
- (3) The Recipient must revise the prior year final Form 269, to exclude the overmatch expenditures to be used as matching funds for this carryover.
- (4) All financial reports, pay requests and other correspondence relating to the carryover funds must indicate the same Agreement/Document Number of the funds carried forward.
- (5) Carryover funds must be expended before drawing down against new funding.

u. Administration of Supplemental Funds

The Recipient must account for and report on expenditures of Federal increases with prior year funds separately from the current funding year allocation; current year overmatch expenditures must be used as matching funds for this supplemental funding; all financial reports, pay requests and other correspondence relating to the additional funds must indicate the same Agreement/Document Number of the supplemental funds.

v. Travel

Reimbursement of travel cost incurred under this award must be in accordance with 13 CFR 130.460(g). Refer to the Program Announcement, Section VIII, regarding local travel, and prior SBA approval of unplanned out-of-state travel within Canada, the United States and its territories, and foreign travel outside of Canada, the U.S. and its territories.

w. Equipment

The Recipient agrees to maintain adequate records for equipment purchased with Federal funds, matching funds/claimed as in-kind match and equipment purchased with program income. These records must include an inventory of equipment, which shall include a description of the equipment, acquisition date and cost, location and condition of equipment and the unit acquisition cost. The Recipient agrees that use and disposition of such equipment will be in accordance with 2 CFR Part 215 and 13 CFR Part 143. A copy of the equipment inventory must be made available upon request of the SBA. See Section VIII, B, XV of the Program Announcement for further information.

14. AWARD TERM FOR TRAFFICKING IN PERSONS

Pursuant to Executive Order 13333, the recipient agrees to the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), as described below.

I. Trafficking in persons.

a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

- b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *[agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")]*.
- c. **Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions.** For purposes of this award term:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

LIST OF ATTACHMENTS:

1. Program Lead Center and Network Service Centers

JUN 2 2008

PROGRAM LEAD CENTER AND NETWORK SERVICE CENTERS

**AWARD NUMBER:** 8-603001-Z-0064-06

**Recipient:** Southwestern College

**Budget Period:** 01/01/08 – 12/31/08

1. Southwestern Community College District (San Diego/Imperial Counties), Lead Center
2. North San Diego County SBDC (Mira Costa College)
3. Imperial Valley SBDC (Imperial Valley College)
4. Small Business Development and International Trade Center (Southwestern College)


# ITEM #17 A3




August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY:  Trish Axson  
Acting Dean, School of Continuing Education, Economic & Workforce  
Development

SUBJECT: Augmented Agreement with U.S. Small Business Administration

RECOMMENDATION

Ratify augmented Agreement No. A2494.08 with the U.S. Small Business Administration, to operate the Small Business Development Center (SBDC) regional lead and three SBDC field centers to provide technical and training services to small businesses throughout San Diego and Imperial Counties, for the period January 1 to December 31, 2008, inclusive, in the amount of \$78,631 income to the District.

RATIONALE FOR RATIFICATION

The augmentation award is retroactive to the beginning of the original grant, January 1, 2008.

OVERVIEW

On July 9, 2008, the Governing Board approved the application to the United States Small Business Administration (SBA) for an augmentation to operate the Small Business Development Center (SBDC) regional lead and three SBDC field centers to provide technical and training services to small businesses throughout San Diego and Imperial Counties. This augmentation increases the overall grant award from \$790,918 to \$869,549.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38199-050613-928

TA/bg

U.S. Small Business Administration

# NOTICE OF AWARD



1. AUTHORIZATION (Legislation/Regulation)

15 USC 648; 31 USC 6305; 13 CFR Part 130

2. Grant/Cooperative Agreement No.:

8-603001-Z-0064-06-01

3. RECIPIENT: (Name, Organizational Unit, Address)

Southwestern College  
SBDC Network San Diego/Imperial  
900 Otay Lakes Road  
Chula Vista, CA 91910

4. PROJECT PERIOD (Mo./Day/Yr.)

From 7/1/2003

Through 12/31/2008

5. BUDGET PERIOD (Mo./Day/Yr.)

From 1/1/2008

Through 12/31/2008

8. TITLE OF PROJECT/PROGRAM (limit to 53 spaces)

Small Business Development Center

6. FEDERAL CATALOG NO.

59.037

7. ADMINISTRATIVE CODES

8-603001-0064

9. AWARD AMOUNT

Amount of SBA Financial Assistance

\$78,631.00

10. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator)

NAME Trujillo, Debbie  
Last First Initial  
ADDRESS: same as #3 above.

11. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)

BUDGET  
YEAR

TOTAL  
DIRECT COST

BUDGET  
YEAR

TOTAL  
DIRECT COST

a.

b.

12. Approved Budget (Excludes SBA Direct Assistance)

☐ SBA Funds Only

☒ Total project costs including all other financial participation.

	Federal Share	Non-Federal Share
a. Personal Service .....	585,325.00	366,971.00
b. Fringe Benefits .....	209,096.00	110,068.00
c. Consultants .....	13,611.00	68,304.00
d. Travel .....	18,023.00	4,700.00
e. Equipment .....	0.00	0.00
f. Supplies .....	7,255.00	10,000.00
g. Contractual .....	3,000.00	0.00
h. Other .....	13,673.00	82,315.00
i. TOTAL DIRECT COSTS .....	849,983.00	642,358.00
j. Indirect cost .....	19,566.00	392,960.00
(Rate). % of S & W/TADC		
k. OTHER APPL. COSTS .....	0.00	0.00
l. TOTAL APPROVED BUDGET	869,549.00	1,035,318.00

\*Must meet all matching or cost participation requirements subject to adjustment in accordance with SBA policy

13. REMARKS (Other Terms & Conditions Attached) ☒ Yes ☐ No

FY 2008 Award: Previous: \$790,918.00  
Increase: \$78,631.00  
Total: \$869,549.00

14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS:

- ☒ 2 CFR Part 220 - Cost Principles for Educational Institutions
- ☐ 2 CFR Part 225 - Cost Principles for State and Local Governments
- ☐ 2 CFR Part 230 - Cost Principles for Non-Profit Organizations
- ☐ FAR Subpart 31.2 -- Principles for Determining Cost Applicable to Awards with For-Profit Organizations
- ☐ 13 C.F.R. Part 143 -- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- ☒ 2 CFR Part 215 -- Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- ☒ OMB Circular - A - 133 - Audits of States, Local Governments, and other Non-Profit Orgs.

15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

16. CRS - EIN 95-6006659

17. COUNTY NAME San Diego

18. CONGRESSIONAL DISTRICT NO. 51st

19a. CITY CODE 0710

b. COUNTY CODE 073

c. STATE CODE 06

d. PROGRAM CODE 7007

BUDGET CODE

DOCUMENT NO.

AMT. ACTION FIN. ASST.

TYPE OF ORGANIZATION

20a. 0608.890100DA.603001.20251.4110

b. 8-603001-Z-0064-06-01

c. \$78,631.00

d. P/S Control'd Inst High Educ.

Doris Young, Agreement Officer

21. AGENCY OFFICIAL (Signature, Name and Title)

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

23. RECIPIENT OFFICIAL (Signature, Name and Title)

22. DATE ISSUED (Mo./Day/Yr.)

6/2/08

**NOTICE OF AWARD****PAGE 2 OF 2****NO: 8-603001-Z-0064-06-01****RECIPIENT:** Southwestern College**DATE ISSUED:** JUN 2 - 2008

THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE TO THE FOLLOWING:

- A. The program legislation and regulation cited in block 1.
- B. This award notice including terms and conditions, if any, noted in block 13, Remarks.
- C. The accepted Application proposal.
- D. OMB Circulars or Federal regulations checked in block 14, in effect as of the beginning date of the budget period and as amended during the term of this Cooperative Agreement and Standard Provision 8 of the "Notice of Award."
- E. The applicable Program Announcement.
- F. SBA Administrative Guidelines, including SBA Memoranda, SBA Policy Notices, and SBA Standard Operating Procedures, in effect as of the beginning date of the budget period or that become effective during the term of this Cooperative Agreement.

In the event there are conflicting or otherwise inconsistent policies - applicable to this award, the above order of precedence shall prevail, with A being first and F being last. Acceptance of ALL terms and conditions is acknowledged by the Recipient's Signature in block 23. Revisions to the terms and conditions of this Notice of Award are not intended to change any practices or meaning from the terms and conditions of the prior Notice of Award, unless otherwise stated in this Notice of Award.

In the event that the SBA is operating under a Continuing Resolution (CR) at the time of this award, funding will only be available to the extent that it is provided to the SBA for this purpose by the Office of Management and Budget. The amount available under this award under a CR will be limited to an amount less than the total anticipated amount of award pro rated based on the number of days in the CR period.

**STANDARD PROVISIONS****1. SCOPE OF PROJECT**

This revised Cooperative Agreement, Notice of Award is issued to increase Fiscal Year 2008 funds in the amount of \$78,631, as outlined in your revised Application for Federal Assistance dated 5/19/08, which is incorporated by reference. Federal funding is awarded in accordance with the Small Business Act (15 U.S.C. § 648), and the Consolidated Appropriations Act, 2008.

The budget on the face page of the Notice Award (SBA form 1222), and the attached approved budget is an increase of the initial award.

All other terms and conditions remain the same.

**LIST OF ATTACHMENTS:**

- 1. Approved Budget
- 2. Program Lead Center and Network Service Centers

## APPROVED BUDGET

AWARD NUMBER: 8-603001-Z-0064-06-01

Recipient: Southwestern College

Budget Period: 01/01/08 – 12/31/08

COST CATEGORY & SUB-ITEMS	FEDERAL SHARE SBA	NON-FEDERAL SHARE			TOTAL AMOUNT
		CASH	IN-KIND	INDIRECT	
a. Personnel	\$ 585,325.00	\$ 366,971.00	\$ -	\$ -	\$ 952,296.00
b. Fringe Benefits	\$ 209,096.00	\$ 110,068.00	\$ -	\$ -	\$ 319,164.00
c. Travel	\$ 18,023.00	\$ 4,700.00	\$ -	\$ -	\$ 22,723.00
d. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
e. Supplies	\$ 7,255.00	\$ 10,000.00	\$ -	\$ -	\$ 17,255.00
f. Contractual	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
g. Consultants	\$ 13,611.00	\$ 68,304.00	\$ -	\$ -	\$ 81,915.00
h. Other	\$ 13,673.00	\$ 82,315.00	\$ -	\$ -	\$ 95,988.00
i. Total Direct Charges	\$ 849,983.00	\$ 642,358.00	\$ -	\$ -	\$ 1,492,341.00
j. Indirect Charges	\$ 19,566.00	\$ -	\$ -	\$ 392,960.00	\$ 412,526.00
<b>TOTALS</b>	<b>\$ 869,549.00</b>	<b>\$ 642,358.00</b>	<b>\$ -</b>	<b>\$ 392,960.00</b>	<b>\$ 1,904,867.00</b>

Note: All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Recipients are responsible to insure proper management and financial accountability of Federal funds to preclude future cost disallowances.

PROGRAM LEAD CENTER AND NETWORK SERVICE CENTERS

JUN 2 - 2008

**AWARD NUMBER:** 8-603001-Z-0064-06-01

**Recipient:** Southwestern College

**Budget Period:** 01/01/08 – 12/31/08

1. Southwestern Community College District (San Diego/Imperial Counties), Lead Center
2. North San Diego County SBDC (Mira Costa College)
3. Imperial Valley SBDC (Imperial Valley College)
4. Small Business Development and International Trade Center (Southwestern College)


# ITEM #17 A4


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August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Kathy Tyner   
Dean, School of Mathematics, Science, and Engineering

SUBJECT: Agreement with the Chancellor's Office of the California Community Colleges

RECOMMENDATION

Ratify Amendment to Agreement No. AR2119/2.07 with the Chancellor's Office of the California Community Colleges, for the Mathematics, Engineering, Science Achievement (MESA) Program, for the period July 1, 2007 to September 30, 2008, inclusive, in the amount of \$3,015.

RATIONALE FOR RATIFICATION

Agreement was received from agency after deadline for Governing Board submission.

OVERVIEW

The Southwestern College MESA Program is a categorical program that has been funded every year since it was established in 1992. The goal of this program is to increase the number and academic success of economically disadvantaged students with majors in mathematics, science, and engineering via mentoring, enrichment activities, and academic support services. The augmented funds will be used for tutoring academic excellence workshops, student travel, and leadership training.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38627-649971-713

KT:ls

## MESA GRANT AGREEMENT AMENDMENT

### TO BE COMPLETED BY COCCC

Grant Agreement No. 07-101-025 Date: \_\_\_\_\_

Amendment No.: 1 Date: \_\_\_\_\_

Funding Category: MESA

Funding Source: \_\_\_\_\_

Amount to be Encumbered: \$ 3,015

Prior Amount Encumbered: \$ 81,500

Total Amount Encumbered: \$ 84,515

On this 26th day of June, 2008, the Chancellor's Office of the California Community Colleges and SOUTHWESTERN Community College District hereby agree to amend Grant Agreement No. 07-101-025 as follows:

-Performance under the funding period of July 1, 2007, to and including June 30, 2008, shall be extended through September 30, 2008. The Final Report for this funding period must be received at the Chancellor's Office no later than October 31, 2008.

-The budget shall be augmented by \$3,015 to provide funding for the augmentation activities. Payment shall be made in accordance with the revised Budget Summary and revised Budget Detail Sheet(s) that are also attached hereto and by incorporated into this grant. The total amount payable under this grant shall not exceed \$84,515.

(continued on page 2)

The signature of the chief executive officer or other authorized officer of the district legally binds the Grantee to perform the work specified in the attached application on the terms specified in that application. If any modifications are required to the attached application between the date of signature of this face sheet by the designated district officer and the date of signature by the Deputy Chancellor, each modified page must be initialed and dated by the Project Director.

STATE OF CALIFORNIA				GRANTEE	
ITEM	CHAPTER	STATUTE	FISCAL YEAR	DISTRICT (Grantee): <u>Southwestern CCD</u>	
6670-101-0001 (19)	171	2007	2007-08	COLLEGE: <u>Southwestern College</u>	
OBJECT OF EXPENDITURE (Code and Title) 0234-751-23042				TOTAL GRANT: \$ <u>84,515</u>	
SIGNATURE, ACCOUNTING OFFICER (or Authorized Designee) ➤				TOTAL MATCHING FUNDS: \$ <u>94,756</u>	
PROJECT MONITOR Lucy Casale				PROJECT DIRECTORS ➤ Raja Bakhtel	
AGENCY Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95811-6549				DISTRICT (Grantee) ADDRESS Southwestern CCD 900 Otay Lakes Rd. Chula Vista, CA 91910-7299	
SIGNATURE, CHIEF EXECUTIVE OFFICER (or Authorized Designee) DATE ➤				SIGNATURE, DIST. CHIEF EXECUTIVE OFFICER (or Authorized Designee) DATE ➤	
PRINTED NAME OF PERSON SIGNING ➤ Steven Bruckman				PRINTED NAME OF PERSON SIGNING ➤ Raj K. Chopra, Ph.D.	
TITLE ➤ Executive Vice Chancellor				TITLE ➤ Superintendent / President	

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning Amendment TO AR2119/2-07  
Date: 7/22/08 AR2489-08



# Grant Amendment Request

## Internal Operations Division Grants Administration Unit

Please complete pages 1-6 and return (1) original and (2) copies of the completed Grant Amendment Request to the Chancellor's Office, Grants Administration Unit, 1102 Q Street, Sacramento, CA 95814-6511.

Grant Number: 07-101

Amount Awarded: \$81,500 Augment Amt: \$3,015 New Grant Total: \$84,515 Expenditures to Date: \$58,061



Project Title: MESA COMMUNITY COLLEGE PROGRAM

District/College: Southwestern CCD / Southwestern College

Project Director: Dr. Raga Bakhiet

Phone: (619)482-6381

E-Mail: rbakhiet@swccd.edu

Fax: (619)482-6503

Chancellor's Office

Project Monitor: LUCY CASALE

Phone: 916-327-5884

E-Mail: lcasale@cccoco.edu

Fax: 916-327-5884

Please indicate action requested below. Complete all applicable attached forms and submit to the Grants Administration Unit. (All signatures required must be in blue ink only.)

1. Project Performance Date Revision Form (Extension of the Project Completion Date): Project Performance Completion Date Revision Form, Application Budget Summary Revision Form, Application Budget Detail Revision Form, and the Annual Workplan and Performance Indicators Revision Form.
2. Application Budget Summary Revision Form (Revision of the Project Budget): Application Budget Summary Revision Form and Application Budget Detail Revision Form, and if applicable, the Annual Workplan and Performance Indicators Revision Form.
3. Application Budget Detail Revision Form (Revision of the Project Work Statement): Annual Workplan and Performance Indicators Revision Form. If applicable, also complete the Application Budget Summary Revision Form and the Application Budget Detail Revision Form.
4. Annual Workplan and Performance Indicators Revision Form

### Required Signatures

Raga M Bakhiet

Project Director Signature (Blue ink only):

5/12/08

Date

Ravi A Chopra

District Superintendent/President Signature or Designee (Blue ink only):

5/14/08

Date

### For Chancellor's Office Use Only

This grant Amendment Request: ☐ Is approved. ☐ Is not approved.

Project Monitor's Signature (Chancellor's Office)

Date

Comments:

Chancellor's Office  
California Community Colleges  
Grants Administration Unit

District: Southwestern CCD  
College: Southwestern College  
Grant Number: \_\_\_\_\_

## 1. Project Performance Date Completion Revision Form

### Extension of the Project Completion Date

*Please include: Project Performance Completion Date Revision Form, Application Budget Summary Revision Form, Application Budget Detail Revision Form, and the Annual Workplan and Performance Indicators Revision Form. Use additional pages if needed.*

1. Original Grant Performance Dates: Start Date: 07/01/07 Ending Date: 06/30/08
2. Requested new grant performance period ending date: September 30, 2008
3. Provide the reason(s) this extension of the performance completion date is being requested.

Summer activities for incoming MESA students including orientation, advising,  
class selection and other student support services

4. Explain the impact this extension request would have on the project budget and work statement if approved.

Budget amendment is included in this document

Workplan will extend through September 2008

5. If applicable, provide the reason(s) this budget revision is being requested.

Augmentation of funds in the amount of \$3,015 will allow for enhanced services to students  
during summer and early fall semester

6. If applicable, provide the reason(s) this workplan (statement) revision is being requested.

DOES NOT APPLY

Chancellor's Office  
California Community Colleges  
Grants Administration Unit

District: Southwestern Community College District  
College: Southwestern College  
Grant Number: 07-101-025

Budget

Contact: Laura Sales

Phone: 619-421-6700 x 5232

Fax: 619-482-6492

E-Mail: lsales@swccd.edu

## 2. Application Budget Summary Revision Form

When entering dollar amounts, round off to nearest dollar.

Object of Expenditure	Classification	Line	Project Approved Budget	Project Revised Budget	District Match Funds (1)	Other Source (2)	Other Source (3)	Total
1000	Instructional Salaries	1	3,135		65,724			
2000	Noninstructional Salaries	2	70,796					
3000	Employee Benefits	3			29,032			
4000	Supplies and Materials	4	1,348					
5000	Other Operating Expenses and Services	5	5,845					
6000	Capital Outlay	6						
7000	Other Outgo	7						
Total Direct Costs		8	81,124		94,756			
Total Indirect Cost (4% of Line 8) See specific RFA		9	3,391					
Total Program Costs		10	84,515		94,756			

1 District General Fund. (See match percentage requirement.) Line-item match not required.

2 Provide an Application Budget Detail Revision Form for each funding source by category.

Project Director Signature:  
(Blue ink only)

*Laura M. Bahlert*

Date: 5/12/08

District Chief Business Officer Signature or Designee  
(Blue ink only)

*JL Bely*

Date: 5/12/08

### FOR CHANCELLOR'S OFFICE USE ONLY

Grants Administration Unit  
Approval Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Chancellor's Office  
California Community Colleges  
Grants Administration Unit

District: Southwestern Community College District  
College: Southwestern College  
Grant Number: 07-101-025

### 3. Application Budget Detail Revision Form

Object of Expenditure	Classification	Project Funds	District Match Fund	Other Sources
1210	Kathy Tyner, M.S. Dean, School of Mathematics, Science and Engineering	3,135		
1220	MESA Director (100% funded by district)		65,724	
2140	Project Clerk	41,146		
2340	Student Aides	300		
2343	Internships	1,350		
2400	Instructional Aides' Salaried Tutors and Workshop facilitators	28,000		
3000	Employee Benefits MESA Director (12% of salary + \$5,200) Project Clerk Instructional Aides		29,032	
4000	Supplies and Materials 4210 Books (textbooks for use in MESA center 4326 Graduation Expenses (MESA stole etc.) 4540 Printing (center photocopy expenses) 4910 Supplies (printer paper, ink cartridges, office supplies etc)	218 200 150 780		
5000	Other operating expenses and Services 5288 Hospitality 5550 Phone 5854 Postage  5120 MESA Statewide monitoring fee  5223 Travel (SHPE, NILA, Experimental biology, CAMD, MESA statewide)	900 100 200  2,445  2,200		
	Total Direct Cost	81,124	94,756	
	Total Indirect Cost (4%) <i>See specific RFA</i>	3,391		
	Total Program Cost	\$84,515	94,756	

Chancellor's Office  
California Community Colleges  
Grants Administration Unit

District: \_\_\_\_\_  
College: \_\_\_\_\_  
Grant Number: \_\_\_\_\_

#### 4. Annual Workplan and Performance Indicators Revision Form

*(Use one page per objective)*

***Does not Apply – Same as Workplan already submitted to Chancellor's Office in 2007***

Objective	Activities	Responsible Person(s)	Timelines
Does Not Apply			

## Instructions for Completing the Application Annual Workplan and Performance Indicators Revision Form

The Application Annual Workplan and Performance Indicators Revision Form is a layout designed to graphically display four critical areas of a project workplan. The four components are:

- Objectives (*Use one Workplan Revision form per objective.*)
- Activities
- Responsible Person(s)
- Timelines

### Objectives

Write each objective in this column. The program objectives identify the major milestones of the project and what has to be done in order to make the project a success. State objectives in performance terms in a clear and concise manner.

### Activities

List each major activity associated with an objective. Ideally this column should contain between four to seven (4-7) activities. Write activities in a decimal format. The whole number should refer to the number of the objective, the number behind the decimal point should refer to the number of the activity. Activity 2.3 refers to the third activity in objective number two, write activities in chronological sequence.

### Responsible Person(s)

Identify by position, the personnel responsible for the completion of each activity listed.

### Timelines

Identify the start date and the ending date for each activity listed.  
Example: 12/15/06 to 03/07/07.

**Limitations:** Funds must be used for direct service to students such as: tutorial assistance, AEW's, student travel, etc. Funds may not be used for administrative salaries other than data entry and/or database maintenance services.

# ITEM #17 A5

August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

APPROVED BY: <sup>JK</sup>Raj K. Chopra, Ph.D.  
Superintendent/President

SUBMITTED BY: Trish Axsom <sup>TA</sup>  
Acting Dean, School of Continuing Education, Economic & Workforce  
Development

SUBJECT: Ratification of Contract Education Agreements under \$10,000

RECOMMENDATION

Recommend the Governing Board accept ratification of contract education agreements with local business and industry, providing the income to the college is \$10,000 or less per contract, and the pre-approved contract agreement form has been utilized and has received the signature approval of the Superintendent/President.

OVERVIEW

Southwestern College receives requests from local business/industry to provide their employees or management team with specific training programs. While the discussion and development of the contract may take a long period of time, once the decision is made, the company usually wants the training delivered immediately. Past precedent was to obtain the signature of the Superintendent/President and take the contract agreement to Board for ratification. This Board item requests a continuation of this practice.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38832-701300-934

TA/bg





SOUTHWESTERN COLLEGE

## CONTRACT INSTRUCTION AGREEMENT

1. **THIS AGREEMENT** is made by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 (hereafter referred to "District") and (Agency Name) (hereafter referred to as "Agency").
2. **IN CONSIDERATION** of the promises, mutual covenants, consideration and agreement herein contained, the parties mutually agree and contract as follows:
3. **SERVICES:** District agrees to develop and conduct the following supervisory/lead/manager training program for Agency:

Course Title, Description and Length:

3.1. Student credentials provided upon successful completion:

3.2. Schedule:

3.3. Total hours of instruction:

3.4. Training location:

---

### CONDITIONS & STANDARDS

4. **AGENCY AGREES TO THE FOLLOWING:**
  - 4.1. Pay to District a fee \_\_\_\_\_. Payment will be made upon completion of training or within fifteen (15) days after receipt of service.
  - 4.2. The fee includes all course materials.
  - 4.3. Class size will not exceed a maximum of \_\_\_\_ students.
  - 4.4. Provide appropriate and adequate classroom facilities with a white board or flip chart. Trainer will bring their own laptop computer and LCD projector.

5. **DISTRICT AGREES TO THE FOLLOWING:**

5.1. Provide a community college instructor and appropriate curriculum.

5.2. Open the class only to designated employees of Agency.

6. **MODIFICATION OF AGREEMENT:** This agreement may be modified at any time by the written consent of both parties.

7. **CANCELLATION:** This agreement can be terminated by either party (District or Agency) 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.

8. **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.

9. **INSURANCE AND LIABILITY:**

9.1. 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.

9.2. 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.

9.3. District agrees to indemnify and hold harmless the Agency, its respective officers and employees, from and against all liability, loss, or expense (including reasonable attorney's fees) arising out of the performance of this Agreement, providing the injury to persons or damage to property is due or claimed to be due to the negligence of District, its respective officers, or employees.

9.4. Agency agrees to indemnify and hold harmless District, its respective officers and employees, from and against all liability, loss, or expense (including reasonable attorney's fees) arising out of the performance of this Agreement, providing the injury to persons or damage to property is due or claimed to be due to the negligence of Agency, its respective officers, or employees.

\_\_\_\_\_  
Southwestern Community College District  
Raj K. Chopra, Ph.D.  
Superintendent/President

\_\_\_\_\_  
Agency  
Representative's Name  
Representative's Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Originator: \_\_\_\_\_  
Dean

Department: \_\_\_\_\_  
School of CREWD

Budget: \_\_\_\_\_  
1-38832-701300-934

# ITEM #17 B1

August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

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

INITIATED BY: Bernadette Sampson  
Controller *BS*

SUBJECT: Agreement for Participation in the 2009 Chancellor's Office Tax Offset Program (COTOP)

RECOMMENDATION

Approve Agreement No. A2481.08 to continue participation in the Chancellor's Office Tax Offset Program (COTOP), for the period October 1, 2008 to December 29, 2009, inclusive, at no cost to the District.

OVERVIEW

As a participant, the District is able to recover outstanding student debts owed to Southwestern College such as enrollment fees, out-of-state fees, library fines, personal checks written with non-sufficient funds, student loans, financial aid overpayments and other approved debts.

The Chancellor's Office requests the Franchise Tax Board to offset (deduct) the amount owed to the District from the student/debtor's personal state income tax refund, lottery winnings or other state refund. For the calendar year of 2007 the District received \$37,142 through the COTOP Program. Year-to-date in 2008 (January through May) the District has received \$40,417.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

BS:jr

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
AGREEMENT FOR PARTICIPATION IN THE  
2009 CHANCELLOR'S OFFICE TAX OFFSET PROGRAM (COTOP)

THIS CONTRACT, made and entered into this first day of October, 2008, in the State of California, by and between the

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
and the  
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES  
(hereinafter Chancellor) and the

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, 12419.10. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions to the Chancellor at any time, and as often as needed; the district may also submit requests to increase or decrease a debtor's amount due no more than three times during the processing year.

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 29, 2008. Districts may add additional accounts to their initial debtor data only through January 15, 2009. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

#### IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
  - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
  - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
  - C. other financial aid obligations.
  - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including

returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least one written notice to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
  - A. not in default;
  - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 1, 2008 through December 29, 2009, which as defined by the Franchise Tax Board, is the end of the 2009 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By \_\_\_\_\_  
Steve Bruckman Date  
Executive Vice Chancellor

\_\_\_\_\_  
Southwestern Community College DISTRICT  
(Name of District)

By \_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
Raj K. Chopra, Ph.D.  
(Printed Name of Signature)

\_\_\_\_\_  
Superintendent/President  
(Title)

\_\_\_\_\_  
900 Otay Lakes Road  
(Address)

\_\_\_\_\_  
Chula Vista, CA 91910

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 7/22/08 #A248.08





# ITEM #17 B2

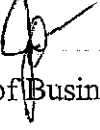
August 13, 2008

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: San Diego Gas & Electric Property Easement

RECOMMENDATION

Approve Agreement No. A2477.08 with San Diego Gas & Electric (SDG &E) to provide a utility easement at the Southwestern College Chula Vista Campus, at no cost to the District.

OVERVIEW

San Diego Gas and Electric has requested a utility easement to improve electrical service at our Chula Vista Campus. This electrical easement requires the District to keep the area identified clear of all debris or structures.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

JMW/lh

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8335 Century Park Court, Suite 100  
San Diego, CA 92123-1569  
Attn: Real Estate Records - CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No. 736227-010  
Const. No. 2885980  
A.P.N. 642-020-28  
Sketch No. None

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT OF SAN DIEGO (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities and appurtenances for the transmission and distribution of electricity.
2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

Parcel 1 of Parcel Map No. 5481, filed January 17, 1977 at File No. 77-017730 in the Office of the County Recorder of said County of San Diego.

The easement in the lands described above shall be a strip of land 10.00 feet in width lying adjacent to, coincident with and Southwesterly of the following described reference line:

Commencing at the Southeast corner of Quarter Section 17 of Rancho De La Nacion, according to Map thereof No. 166, filed in the Office of the County Recorder of said County of San Diego on May 11, 1869; thence North  $17^{\circ} 47' 35''$  West, 664.95 feet along the Easterly line of said Quarter Section 17; thence leaving said Easterly line, North  $72^{\circ} 35' 12''$  East, 395.26 feet to a point in the Southwesterly right of way line of Otay Lakes Road as shown on said Parcel Map 5481, said point also being a point on the arc of a 1,960 feet radius curve concave Southwesterly, a radial line to said point bears North  $43^{\circ} 16' 22''$  East; thence Northwesterly along said Southwesterly right of way line of Otay Lakes Road, and along the arc of said curve through a central angle of  $03^{\circ} 31' 52''$ , a distance of 120.79 feet to the beginning of a compound 475.11 foot radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of  $04^{\circ} 42' 11''$ , a distance of 39.00 feet; thence North  $54^{\circ} 57' 41''$  West, 1,302.00 feet to the Northwesterly terminus point in that certain easement granted to San Diego Gas & Electric Company recorded May 21, 1997 as Document No. 1997-0234815 of Official Records of said County of San Diego, (SDG&E R/W # 150804), also being the TRUE POINT OF BEGINNING of the reference line herein described; thence from said TRUE POINT OF BEGINNING continuing North  $54^{\circ} 57' 41''$  West, 21.00 feet.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTHWESTERN COMMUNITY COLLEGE  
DISTRICT OF SAN DIEGO

By: \_\_\_\_\_

Drawn CEF  
Checked PMT  
Date 06/06/08

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 7/15/08 # A2477.08

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ )SS.

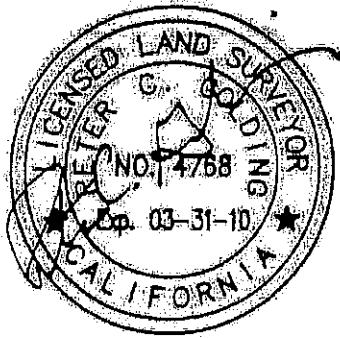
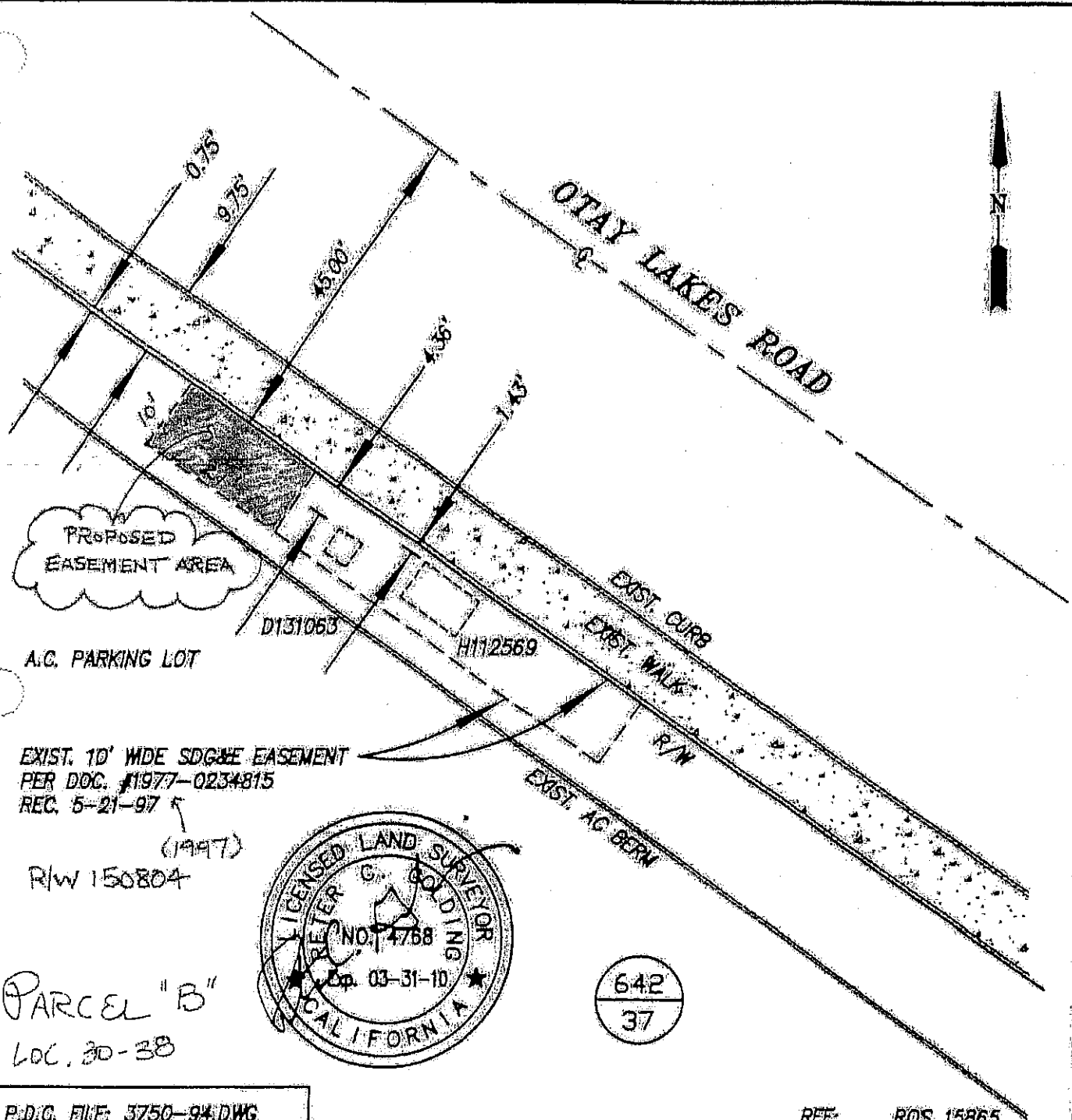
On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), appeared \_\_\_\_\_  
\_\_\_\_\_.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



PARCEL "B"

LOC. 30-38

P.D.C. FILE: 3750-94.DWG

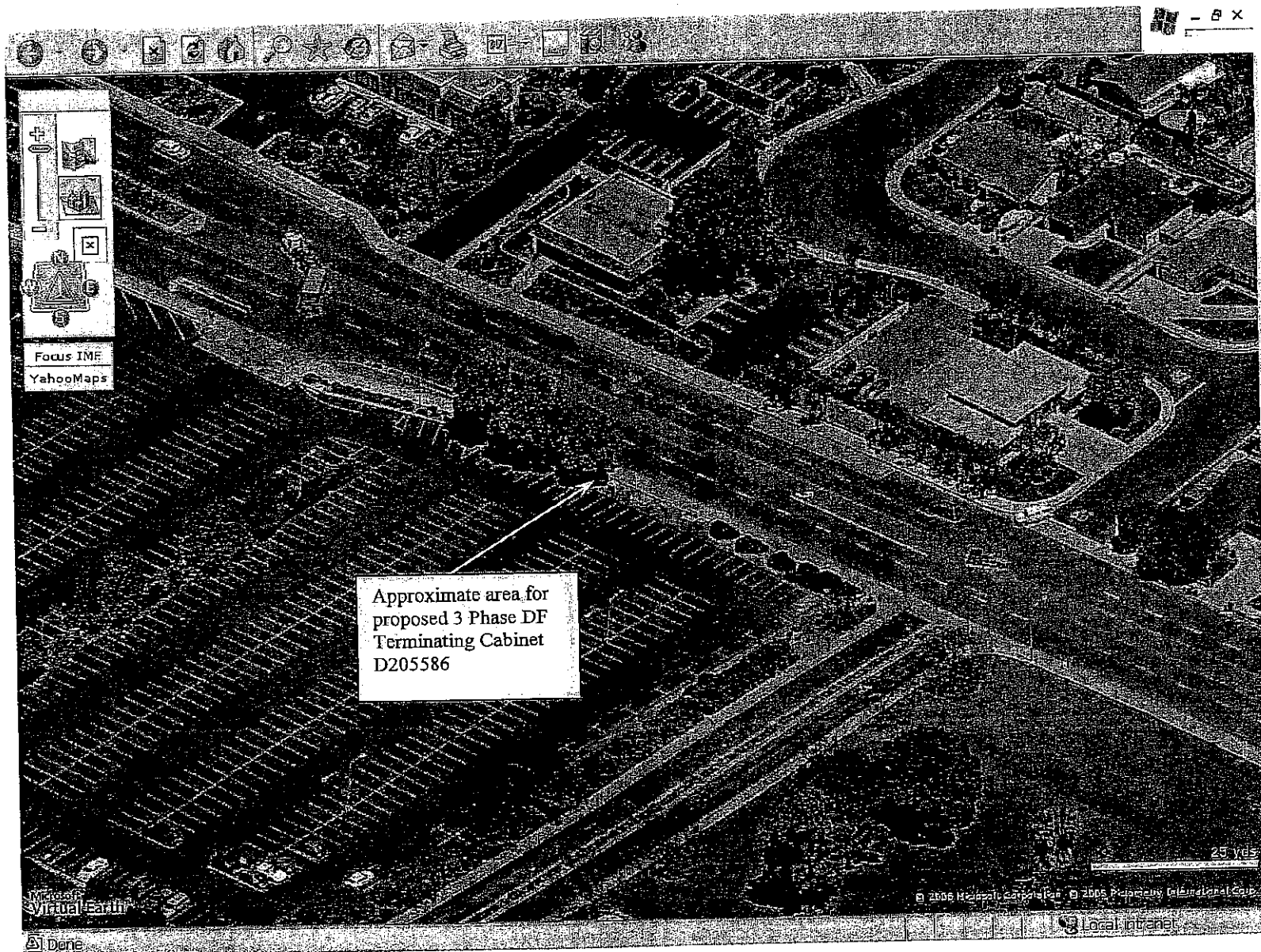
SDG&E JOB: R080109/5080179

REF: ROS 15865

P.M. 5481

SHEET 1 OF 2

<b>SAN DIEGO GAS &amp; ELECTRIC</b> SAN DIEGO, CALIFORNIA		ORIGINATOR: M. VAN ZANDT	OK TO INSTALL:	PROJECT NO. 738227-0110
<b>C1225, TELEGRAPH CANYON</b> <b>NEW 12 KV CIRCUIT</b>		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO. 2885980
10 E. H ST & W/O PASEO RANCHERO CHULA VISTA, CA		DRAWN BY: PDC/RMN	DATE: 4/10/08	DRAWING NO. <b>MI-2377</b>
NO: SUPPLEMENTS		DATE: 4/10/08	THOS. BROS. 1310-J6	DATE: BY: APP'D





# ITEM #17 C1

August 13, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: GRS  
Greg R. Sandoval  
Vice President for Student Affairs

INITIATED BY: Beatrice Zamora-Aguilar BZA  
Dean, School of Counseling and Personal Development

SUBJECT: 2008-2011 Service Learning Program Agreements with Agencies

RECOMMENDATION

Approve agreements with the agencies listed below, for Service Learning Program, for the period August 14, 2008 to June 30, 2011, inclusive, at no cost to the District.

Health and Human Services Agency  
San Diego County "Smiles" Program

Agreement No. A2484.08  
Agreement No. A2485.08

OVERVIEW

The 2008-2011 Service Learning Program agreements are ongoing agreements used to establish partnerships with community agencies for the purpose of providing volunteer learning experiences to students eligible for the Service Learning Program.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

BZ/dt



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
SERVICE LEARNING PROGRAM AGREEMENT  
2008- 2011**

**THIS AGREEMENT** is executed by and between Southwestern Community College District (hereinafter referred to as "District") and Health and Human Services Agency (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Service Learning Program.

**WHEREAS**, it is the intention of the Parties to participate in the Service Learning Program for the purpose of providing students (hereinafter referred to as "Students" or "Participants"); with opportunities to learn by providing volunteer services to the community (Agency).

**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 Service Learning 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, 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. Agency shall provide sufficient instruction to the Students so that the Services provided meet both the Students' need to learn and the Agency's service needs. Agency may, within its discretion, provide the District with a written evaluation of the Services that each Student provides.
  - 2. To provide a mutually acceptable workstation to Students and to provide supervision, necessary equipment, materials, and tools.
  - 3. To retain the right at all times to screen Students before they deliver services and to reject the services of any Student.
  - 4. 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.
  - 5. To comply with all applicable laws relating to nondiscrimination.
- D. District Agrees:
  - 1. To advise Students of the nature of the services that Agency needs according to information that Agency provides.
  - 2. To not be held responsible for screening Students for their suitability to provide the services.
  - 3. To have access to Agency to observe and evaluate the Students' delivery of the services.

4. To keep in force at all times, during the term of this agreement, Workers' Compensation Insurance covering all Students during assigned volunteer/work periods.
5. To not unlawfully discriminate in the provision of services against any Student on the basis of race, color, national origin, gender, religion, or disability.
6. To comply with all applicable laws relating to nondiscrimination.

## **II. Term of Agreement**

- A. This agreement may be terminated by Agency or District at any time by giving at least seven (7) days written notice.
- B. This agreement shall be effective August 14, 2008 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 and Agency shall secure and maintain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with coverage for incidental contracts. District shall name the Agency and the Agency agrees to name Southwestern Community College District and the Southwestern Community College District Governing Board as additional insured's under its respective policy(s). Further, the Certificate of Insurance shall provide 30 days prior written notice of cancellation.
- 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**

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.

- A. 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.
- B. 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.

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

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

\_\_\_\_\_  
Nick Macchione, FACHE  
Director  
Wilma J. Wooten, M.D., M.P.H.  
Public Health Officer  
Health and Human Services Agency

Date : \_\_\_\_\_

Date : \_\_\_\_\_

**Originator:** Nelson Riley  
**Department:** Student Employment Services  
**Budget No. (No cost to District)**

**Please print or type the following information:**

Peggy Yamagata  
Name of Agency Contact  
Health and Human Services Agency  
Name of Agency

3851 Rosecrans Street, Ste. 522 (MS P511),  
San Diego, CA 92110  
Address of Agency

619-692-8858  
Agency Telephone Number

619-692-8827  
Agency Fax Number

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 7/21/08 # 12484.08



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
SERVICE LEARNING PROGRAM AGREEMENT  
2008- 2011**

**THIS AGREEMENT** is executed by and between Southwestern Community College District (hereinafter referred to as "District") and San Diego County "Smiles" Program (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Service Learning Program.

**WHEREAS**, it is the intention of the Parties to participate in the Service Learning Program for the purpose of providing students (hereinafter referred to as "Students" or "Participants"); with opportunities to learn by providing volunteer services to the community (Agency).

**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 Service Learning 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, 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. Agency shall provide sufficient instruction to the Students so that the Services provided meet both the Students' need to learn and the Agency's service needs. Agency may, within its discretion, provide the District with a written evaluation of the Services that each Student provides.
- 2. To provide a mutually acceptable workstation to Students and to provide supervision, necessary equipment, materials, and tools.
- 3. To retain the right at all times to screen Students before they deliver services and to reject the services of any Student.
- 4. 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.
- 5. To comply with all applicable laws relating to nondiscrimination.

**D. District Agrees:**

- 1. To advise Students of the nature of the services that Agency needs according to information that Agency provides.
- 2. To not be held responsible for screening Students for their suitability to provide the services
- 3. To have access to Agency to observe and evaluate the Students' delivery of the services.

4. To keep in force at all times, during the term of this agreement, Workers' Compensation Insurance covering all Students during assigned volunteer/work periods.
5. To not unlawfully discriminate in the provision of services against any Student on the basis of race, color, national origin, gender, religion, or disability.
6. To comply with all applicable laws relating to nondiscrimination.

## **II. Term of Agreement**

- A. This agreement may be terminated by Agency or District at any time by giving at least seven (7) days written notice.
- B. This agreement shall be effective August 14, 2008 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 and Agency shall secure and maintain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with coverage for incidental contracts. District shall name the Agency and the Agency agrees to name Southwestern Community College District and the Southwestern Community College District Governing Board as additional insured's under its respective policy(s). Further, the Certificate of Insurance shall provide 30 days prior written notice of cancellation.
- 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**

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.

- A. 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.
- B. 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.

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

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

Date : \_\_\_\_\_

\_\_\_\_\_  
Lora Duzyk  
Assistant Superintendent  
San Diego County "Smiles" Program

Date : \_\_\_\_\_

**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: 7/22/08 #A2485.08

**Please print or type the following information:**

Cindy Muehleisen  
Name of Agency Contact

San Diego County "Smiles" Program  
Name of Agency

6401 Linda Vista Road, San Diego, CA 92111  
Address of Agency

858-292-3618  
Agency Telephone Number

619-718-3103  
Agency Fax Number





## ITEM #17 C2

August 13, 2008


MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY:   
Greg R. Sandoval  
Vice President for Student Affairs

---

INITIATED BY: Mia C. McClellan   
Dean, Student Services

SUBJECT: Agreement with Newport Diversified, Inc., dba San Diego Games

RECOMMENDATION

Approve Agreement No. A2487.08 with Newport Diversified, Inc., dba San Diego Games, for the right to maintain and operate coin-operated amusement equipment in the Student Center, for the period August 14, 2008 to August 31, 2009, inclusive, with an estimated revenue of \$10,000 to benefit the Associated Student Organization.

OVERVIEW

The Location Agreement with Newport Diversified, Inc., dba San Diego Games provides Southwestern Community College District's Associated Student Organization (ASO) the right to maintain and operate coin-operated amusement equipment in the Student Center. It will also provide our student leaders with an opportunity to learn how to negotiate contracts, generate revenue, and manage budgets. The game room will provide a diverse group of students the ability to interact with one another between classes in a casual environment.

FISCAL IMPACT

No cost to the District.

MM/jb

**LOCATION AGREEMENT**  
**with Newport Diversified, Inc., dba San Diego Games**

This agreement is made this 14<sup>th</sup> day of August 2008, by and between Newport Diversified, Inc., dba San Diego Games, hereinafter referred to as the "Operator," and Southwestern Community College District, hereinafter referred to as the "Location."

1. The Location hereby gives Operator the exclusive right to maintain and operate coin-operated equipment (machines) at the business premises known as Southwestern Community College and located at the Student Center.
2. The proceeds derived from the machines placed at the Location's business premises shall be divided between the parties as follows:

Amusement: Location 52 %; Operator 48 %;

---

Operator and Location agree that each party shall be responsible for the reporting of its own revenues derived from Operator's machines to any governmental agency requiring such for tax purposes.

3. The term of this agreement is beginning 08/14/08 and ending 08/31/09.
4. The Location agrees to provide adequate and appropriate space for the Operator's machines in the business premises, readily accessible to the public, and will keep the same connected to electricity and in operation during normal business hours, during normal semester weeks.

The Location will protect the machines from tampering, injury and damage, and provide electrical current for the operation thereof, with no expense to Operator.

The Location will be responsible for any damage or loss caused to the machines due to negligence, tampering, fire damage, or any cause whatsoever not attributable to equipment malfunction.

The Location shall not be responsible for the ordinary maintenance and repair of the amusement machines. Operator agrees to restore defective and inoperative equipment to operating condition as rapidly as circumstances will permit after receipt of notice from Location. The expense of routine service and maintenance for the equipment shall be borne by the Operator.

The Location shall promptly notify Operator of any machine malfunction. The equipment and the contents thereof, is and shall continue to be the property of Operator, and Location shall in no way pledge or encumber the same, or in any manner interfere with Operator's ownership.

5. The Location agrees that it will not purchase, rent, install, permit to be installed or to be used in its business premises, similar or competing equipment of any other person, firm, or corporation, including competing equipment not operated by coin.

**LOCATION AGREEMENT**  
**with Newport Diversified, Inc., dba San Diego Games**

6. The Location agrees that upon the sale, conveyance, or assignment of its business establishment, that the Location will procure the written acceptance and assumption by its successors and assignees, of this agreement. This agreement shall be binding upon the heirs, assignees, and successors in the interest of Location.
7. If either party breaches any provision of this agreement, the Location/Operator shall be entitled to recover as damages all of the profits which it would otherwise have earned during the term remaining as of the breach of this Agreement. Those future gross profits shall then become immediately due and payable by the breaching party. The parties' expenses are fixed and damages shall not be reduced by expenses, or any part thereof, or by any amounts that may be earned from other locations. In calculating the loss of profits, it shall be assumed that the average weekly profits earned by the parties prior to the breach would have continued during the remaining term of the Agreement.
8. The expense of any city, county, state, and/or federal licenses, permits and taxes required for the amusement machines shall be borne and paid entirely by the Location.
9. Operator shall have the sole right to select and rotate the type and number of machines it places at Location's business premises. No minimum guarantee provided for herein shall be affected by removal or change of any machine unless the guarantee expressly applies to a specific item and such item is not replaced by another machine or device of similar value. Operator shall have the right to remove all machines from Location at any time during the term of this Agreement if Operator deems the continued operation of machines to be unprofitable, with the consent of Location. The minimum guarantee shall no longer apply if the Operator voluntarily removes all of its machines from the business establishment.
10. Should either party terminate or close their respective business for any reason whatsoever prior to the end of the term of this Agreement, whether such act is voluntary or involuntary, such act shall be deemed a breach of this Agreement by that party.
11. The Location warrants that during the term of this Agreement the business establishment will remain open for normal business hours, during normal semester weeks, that there are no existing agreements for the installation or any operation of any similar or competing equipment in the business premises, and that no such agreement will be entered during the term of this Agreement.
12. Should any part or clause of this Agreement be declared by a court of competent jurisdiction to be void or unenforceable, then that part or clause shall be deemed to be several and the remainder of this Agreement shall be carried into effect. This instrument sets forth the entire Agreement of the parties with respect to the subject matter period. No amendment, extension, supplement, or modification hereof shall have any force of effect unless reduced to writing and executed by Operator and Location.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any action or litigation arising from this Agreement shall be adjudicated in San Diego County.

**LOCATION AGREEMENT**  
**with Newport Diversified, Inc., dba San Diego Games**

14. 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.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND HEREBY EXECUTES THE SAME.

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Raj K. Chopra, Ph.D.,  
Superintendent/President

Dated: \_\_\_\_\_

Location: Student Center 600 Bldg.  
Address: 900 Otay Lakes Road  
Chula Vista, CA 91910  
Phone: (619) 482-6568

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 7/22/08 #A2487.08

Federal I.D. Number of Location \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ron Westphal  
President

Its: \_\_\_\_\_

Operator: Newport Diversified, Inc.  
dba San Diego Games  
1280 Fletcher Pkwy  
El Cajon, CA 92020  
Phone: (619) 449-7810

# ITEM #19 A

**PAYMENT ORDER RESOLUTION NO. 1579**

Southwestern Community College District, San Diego County ON MOTION OF member \_\_\_\_\_, seconded by member \_\_\_\_\_ effective July 1, 2008 through June 30, 2009.

**IT IS RESOLVED AND ORDERED** that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government code (all districts), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

\_\_\_\_\_ Raj K. Chopra, Ph.D. \_\_\_\_\_ or \_\_\_\_\_ Michael Kerns \_\_\_\_\_.

**IT IS FURTHER RESOLVED AND ORDERED** that, in accordance with the payroll procedure provided in Education Code Section 45310 (merit system districts only), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

\_\_\_\_\_, Personnel Director

**IT IS FURTHER RESOLVED** that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

**PASSED AND ADOPTED** by said Governing Board on **August 13, 2008** by the following vote:

**AYES:** \_\_\_\_\_ **MEMBERS**  
**NOES:** \_\_\_\_\_ **MEMBERS**  
**ABSENT:** \_\_\_\_\_ **MEMBERS**

**STATE OF CALIFORNIA )**  
**COUNTY OF SAN DIEGO ) SS**

I, Raj K. Chopra, Ph.D., Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Raj K. Chopra, Ph.D.  
Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s): \_\_\_\_\_ Facsimile signature(s), if applicable:  
(Rubber Stamp) Gov Code Sec. 5501

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ITEM #20 A

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## DISTRICT MISSION & PHILOSOPHY

*Reference: Accreditation Standard One*

### Mission Statement

Southwestern Community College District is committed to meeting the educational goals of its students in an environment that promotes intellectual growth and develops human potential.

### Philosophy

The mission of Southwestern Community College District is to serve its diverse and multicultural community by providing dynamic, quality education which promotes the personal, career, and educational goals of its members. To this end, the District encourages participation by all to improve the quality of life for individuals, and to promote the social, economic and cultural development of their communities. To fulfill that mission, the District believes in:

**Quality education to meet individual needs.** The District recognizes that students are individuals with different degrees of preparedness, and different reasons for seeking an education, and as such, respond to different instructional approaches and must have the freedom to enroll in classes appropriate to their ability levels. The District thus aims to provide excellent instruction matched to the needs and abilities of its students.

**Quality education to meet educational needs.** The District subscribes to the principle that each person has worth, integrity and dignity, and that each can grow in the attainment of intellectual curiosity, creativity, cultural appreciation and moral and spiritual values.

**Quality education to meet career needs.** The District further recognizes that community residents should have the opportunity to develop skills needed for employment and a meaningful career; these skills can be further developed, strengthened and refined at the District to meet the requirements of the dynamic and rapidly changing technological culture in which we live.

**Quality education to meet community needs.** The District believes that learning is a lifelong process and that the District should play an active role in stimulating the quality of life of the community through its educational endeavors. The District's aim is to prepare students for their role as informed mature participants in a democratic society, for it recognizes that the rights of citizens are inseparably associated with their

---

District

## DISTRICT MISSION & PHILOSOPHY

responsibilities. Southwestern Community College District recognizes its unique role in multicultural communication and education and is committed to promoting an understanding and appreciation for the diversity of cultures in our community.

The District Mission & Philosophy shall be evaluated and revised on a regular basis.

**EQUAL EMPLOYMENT OPPORTUNITY**

**References:** Education Code Sections 87100 et seq.;  
Title 5 Sections 53000 et seq.

The Southwestern Community College District shall not discriminate against any person in employment or in any program affiliated with the District on the basis of age, ancestry, color, ethnic group identification, national origin, religion, race, sex, sexual orientation, physical or mental disability, veteran status, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District is committed to the implementation of its Equal Employment Opportunity Plan (EEO Plan) and to overcoming all forms of institutional and/or personal exclusion or discrimination within the District, whether purposeful or inadvertent. The Governing Board, administration, faculty and staff must recognize that equal employment opportunity is a shared responsibility. Each employee must be held accountable for application and enforcement of the EEO Plan within his or her area of authority. It is only through combined efforts that the District will successfully develop and maintain a workforce that is welcoming to all persons. The District will ensure that the recruitment, screening, selection, hiring and promotional processes are in accordance with principles of equal employment opportunity (District Policy & Procedure No. 7120: Recruitment & Hiring). The District will comply with Title III of the Americans with Disabilities Act of 1990 and conform to the principles of Universal Design, thereby promoting the values of diversity and inclusion, benefiting all members of the Southwestern Community College District, including individuals from all ethnic and other groups protected from discrimination by Title 5, section 53000, et seq.

The Governing Board supports the intent set forth by the California Legislature to ensure continuing good faith efforts are made to build a community in which opportunity is equalized. Its goal is to foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, harmony and respect, increased student success and better enables students to flourish as citizens of the world. The Governing Board therefore commits itself to promoting the total realization of equal employment through a continuing equal employment opportunity program, described fully in the District's EEO Plan.

See also, Policy & Procedure No. 3430 "Prohibition of Harassment & Discrimination"

# ITEM #21 A

## INSTITUTIONAL CODE OF PROFESSIONAL ETHICS

**Reference:** *Accreditation Standard III.A.1.d*

All employees of Southwestern Community College District are instrumental to the District's mission of providing an environment in which students successfully achieve their educational goals and objectives. To support this mission, each employee is charged with personal responsibility to demonstrate a commitment to excellence in education without compromise to the principles of ethical behavior, and to uphold the District's Code of Professional Ethics.

### **Code of Professional Ethics**

1. Maintain constant awareness that the District exists to serve the needs of its students;
2. Fulfill the duties of employment to the highest standards;
3. Respect the personal values, beliefs and behaviors of others and reflect this in all interactions with colleagues, students, and the public;
4. Avoid any conflict of interest or the appearance of impropriety between obligations to the District and private business or personal commitments and relationships;
5. Refrain from using District time, supplies, and equipment for non-District activities;
6. Refrain from using the goodwill or name of the District for personal gain;
7. Keep confidential all information regarding students or staff obtained in the course of District employment;
8. Promote the efficiency of the District through professional growth and development;
9. Encourage open communication and make positive contributions to the District through participation in the shared governance process;
10. Support and abide by the District's established policies and procedures and act within applicable laws, codes and regulations;
11. Maintain awareness of the cultural and economic make-up, geographic distribution, characteristics and educational needs of the community;
12. Demonstrate commitment to the highest ideals of honor and integrity in all public and personal relationships and activities.

**PROHIBITION OF HARASSMENT & DISCRIMINATION**

**References:** Education Code Sections 212.5, 44100, 66252 et seq., 66281.5, 72010, et seq., and 87100 et seq.;  
Government Code Sections 12926.1, 12940 et seq. and 12950.1;  
Title 5 Sections 53000 et seq. and 59300 et seq.;  
Title VII of the Civil Rights Act of 1964;  
42 U.S.C.A. Section 2000e; Penal Code Section 422.55;  
Title I & Title II, 1990 Americans with Disabilities Act  
Section 504, Federal Rehabilitation Act

Southwestern Community College District is committed to providing an academic and workplace environment which demonstrates respect for the dignity of all individuals, free from exclusion and prejudice, whether purposeful or inadvertent. The District expressly prohibits and will not tolerate any form of discrimination or harassment.

The District, and those who represent the District, shall not discriminate against any person in employment or in any program affiliated with the District on the basis of age, ancestry, color, ethnic group identification, national origin, religion, race, gender, gender identity, sexual orientation, marital status, physical or mental disability or veteran status, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. No person shall be subject to harassment on the basis of any of the foregoing characteristics, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment, including sexual harassment, without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation.

The District shall provide inclusive access to its services, classes, and programs without regard to any of the foregoing characteristics, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

## PROHIBITION OF HARASSMENT & DISCRIMINATION

To this end the Superintendent/President shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

No District funds shall be used for payment to, membership in, or for any participation with, an organization whose membership practices are discriminatory on the basis of any of the foregoing characteristics, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

District Procedure No. 3430 provides definitions of terms used in this policy and sets forth the manner in which unlawful discrimination and harassment complaints shall be filed, investigated and resolved in accordance with Title 5 and other statutory regulations. Any student or employee who believes that he or she has been discriminated against, harassed or retaliated against in violation of this policy should immediately report such incidents by following the process described in District Procedure No. 3430. Supervisors are mandated to report all incidents of discrimination, harassment and retaliation that come to their attention.

Policy and Procedure No. 3430, "Prohibition of Harassment & Discrimination," shall be provided to all administrators, faculty, staff, and students, and shall be available for students and employees in all administrative offices.

Employees who violate Policy and Procedure No. 3430 will be subject to disciplinary action up to and including termination. Students who violate Policy and Procedure No. 3430 will be subject to disciplinary measures up to and including expulsion.

### **Policy 5323 – Unlawful Discrimination Complaint Policies and Procedures**

#### **I. INTRODUCTION**

~~— An employee, student or other individual who feels that he/she has been unlawfully discriminated against on the basis of race, sex, age, ethnic group identification, sexual orientation, color, religion, or physical or mental disability may file a complaint with the Affirmative Action Officer, with the Chancellor of the California Community Colleges and/or with the Federal Office for Civil Rights of the U.S. Department of Education. If such complaint is against the Affirmative Action Officer, the complaint shall be filed with the Superintendent/President.~~

~~— The purpose of this complaint procedure is to provide for the prompt and efficient investigation and resolution of unlawful discrimination, affirmative action and equal opportunity complaints.~~

**PROHIBITION OF HARASSMENT & DISCRIMINATION**Legal References

- ~~o California Code of Regulations, Title 5, Sections 59300 et seq.~~

~~A. PROCEDURE~~~~1. Informal Resolution~~

- ~~a. A complainant shall immediately be informed of any rights under any relevant complaint procedure or policy, including Title 5 discrimination complaint procedures and Federal Office for Civil Rights complaint procedures.~~
- ~~b. The Affirmative Action Officer, or designee, may first investigate the complaint on an informal level and must attempt to resolve the complaint informally. However, the complainant must be notified that he/she need not participate in an informal resolution and that he/she may proceed directly to file a formal complaint with the Affirmative Action Officer, under Title 5 or with the Federal Office for Civil Rights.~~
- ~~c. If the complainant does not wish to participate in an informal resolution and files a formal complaint, the Affirmative Action Officer will conduct a formal investigation.~~

~~2. Formal Resolution~~~~a. Step 1~~

~~The complainant must be notified at the very beginning of the process of his/her rights to file a formal complaint with the Affirmative Action Officer, the Chancellor's Office and/or the Federal Office for Civil Rights. If the complaint cannot be resolved informally, or if the complainant does not wish to participate in an informal resolution, the complainant may file a formal complaint with the Affirmative Action Officer, with the Chancellor of the California Community Colleges and/or with the Federal Office for Civil Rights of the U.S. Department of Education. A complaint filed under Title 5 with the Affirmative Action Officer or with the Chancellor's Office shall be filed within one (1) year of the alleged unlawful discrimination or within one (1) year of the date on which the complainant knew or should have known of the facts underlying the allegation of unlawful discrimination. The "Unlawful Discrimination Complaint" forms are available in the Human Resources Office, the Student Services Office and the Instructional Office. The Affirmative Action Officer shall provide information and advice concerning District policies and procedures including an "Unlawful Discrimination Complaint" form. The Affirmative Action Officer shall notify the Chancellor of the California Community Colleges and the complainant that an impartial fact-finding investigation of the complaint is in progress and the Affirmative Action Officer shall immediately forward a copy of the complaint to the Legal Affairs Division of the Chancellor's Office. The Affirmative Action Officer shall meet with the complainant, the respondent and other appropriate parties to explain the complaint and the investigative process. The complainant may invite other individuals to attend this meeting to define the complaint and explain the remedy he/she seeks. In the event that the Affirmative~~



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~~Action Officer is named in the complaint or is implicated by the allegations in the complaint, the investigation will be assigned to other district staff, or to an outside person or organization under contract with the District.~~

~~The results of the investigation shall be provided in a written report and the following shall be included:~~

- ~~(1) A description of the circumstances giving rise to the complaint.~~
- ~~(2) A summary of the testimony provided by each witness, including the complainant, and any witnesses identified by the complainant in the complaint.~~
- ~~(3) An analysis of any relevant data or other evidence collected during the course of the investigation.~~
- ~~(4) A specific finding as to whether discrimination did or did not occur with respect to each allegation in the complaint.~~
- ~~(5) Any other information deemed appropriate by the District.~~

**b. Step 2**

~~Within ninety (90) calendar days of receiving a complaint, the Affirmative Action Officer shall complete the investigation and the following shall be forwarded to the complainant:~~

- ~~(1) A copy or summary of the investigative report.~~
- ~~(2) A written notice setting forth the following:~~
  - ~~(a) The determination of whether discrimination did or did not occur with respect to each allegation in the complaint.~~
  - ~~(b) A description of actions taken, if any, to prevent similar problems from occurring in the future.~~
  - ~~(c) The proposed resolution of the complaint.~~
  - ~~(d) The complainant's right to appeal to the Governing Board and the Chancellor.~~

~~If the response is acceptable to the complainant, the complaint will be considered settled. However, if the Step 2 response is not satisfactory to the complainant, an appeal may be filed with the Governing Board. The appeal must be filed within fifteen (15) calendar days of the receipt of the written decision.~~

**c. Step 3**

~~If the complainant is dissatisfied with the administrative determination, he/she may appeal to the Governing Board. The Governing Board shall review the original complaint, the investigative report and the administrative determination and issue a final decision in the matter within forty-five (45) days after receiving the appeal. If the Governing Board does not act within forty-five (45) days, the administrative determination shall be deemed the final decision and the complainant shall have the right to~~

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~~appeal to the Chancellor's Office. A copy of the final decision, or a statement indicating the date the administrative determination became final, shall be forwarded to the complainant and to the Chancellor. The complainant shall also be notified of his or her right to appeal this decision with the Chancellor.~~

~~In any case not involving employment discrimination, the complainant shall have the right to file a written appeal with the Chancellor within thirty (30) days after the Governing Board issues the final District decision, or allows the administrative determination to become final.~~

~~In any case involving employment discrimination the complainant may, at any time before or after the final District decision is rendered, file a complaint with the Department of Fair Employment and Housing. In addition, in such cases, the complainant may file a petition for review with the Chancellor within thirty (30) days after the Governing Board issues the final decision or allows the administrative determination to become final.~~

~~Within 150 days of receiving a complaint, the Affirmative Action Officer shall send the following to the Chancellor:~~

- ~~o The original complaint.~~
- ~~o The investigative report of the nature and extent of the investigation conducted by the District.~~
- ~~o A copy of the notice sent to the complainant in accordance with Step 2.~~
- ~~o A copy of the final District decision rendered by the Governing Board or a statement indicating the date on which the administrative determination became final.~~
- ~~o A copy of the notice to the complainant in accordance with Step 3.~~
- ~~o All other information required or requested by the Chancellor.~~

**~~B. SEXUAL HARASSMENT COMPLAINT PROCEDURE~~**

~~Southwestern Community College District recognizes that harassment on the basis of sex is a violation of both Federal and State employment discrimination laws as well as District Policy. The District is committed to providing all employees, applicants for employment and students with an environment free from sexual harassment and will not tolerate such conduct on the part of any District employee or student.~~

~~Any employee, applicant for employment or student with a complaint of sexual harassment should implement these complaint procedures as soon as possible. No complainant will suffer reprisals for reporting any incidents of sexual harassment or making any complaints.~~

**PROHIBITION OF HARASSMENT & DISCRIMINATION**

~~Sexual harassment is unacceptable conduct, is unlawful, and will not be tolerated by the Southwestern Community College District. The District will promptly and thoroughly investigate any complaints of sexual harassment and will take expeditious action to resolve such complaints, in accordance with these policies.~~

**1. Definitions**

~~a. **Sexual Harassment** Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature made by someone from or in the work or college setting.~~

~~(1) Sexual harassment may be considered to occur under any of the following conditions:~~

~~(a) Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment or progress or a student's progress at the college.~~

~~(b) Submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.~~

~~(c) The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile or offensive work or academic environment.~~

~~(d) Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs or activities available at or through Southwestern Community College District.~~

~~(2) Forms of sexual harassment include, but are not limited to:~~

~~(a) Deliberate verbal comments, gestures or physical contacts of a sexual nature or demeaning to one's gender which are unwelcome and/or interfere with work productivity or academic progress.~~

~~(b) Generalized sexist statements and behavior not necessarily designed to elicit sexual cooperation, but to convey insulting, degrading and/or sexist attitudes.~~

~~(c) Sexual behavior by any employee which has the effect of controlling, influencing or otherwise affecting the job, salary, project, performance evaluation, opportunity for employment, or career of an employee or applicant for employment, or affecting the academic performance or opportunity for admission of any student or applying student.~~

~~(d) Unwelcome sexual, suggestive or obscene letters, notes~~

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or other written/printed material, derogatory comments, slurs and/or jokes.

- ~~b. **Complainant** — An individual who brings either a formal or informal complaint of alleged sexual harassment.~~
- ~~c. **Respondent** — A person against whom a claim of sexual harassment has been made.~~
- ~~d. **Informal Complaint** — An oral sexual harassment complaint brought by a complainant or a District employee on behalf of a complainant.~~
- ~~e. **Formal Complaint** — A written complaint of sexual harassment submitted by a complainant.~~
- ~~f. **Superintendent/President** — Where this policy specifies the performance of functions by the Superintendent/President, the Superintendent/President may designate another administrator to perform such function.~~

**2. General Provisions**

- ~~a. Any questions regarding this policy should be directed to the Affirmative Action Officer.~~
- ~~b. Although this policy anticipates that the Affirmative Action Officer is responsible for investigating all complaints of sexual harassment, nothing in this policy is intended to prohibit the Superintendent/President's appointment of a different District administrator as investigator where appropriate. Where it is determined an administrator other than the Affirmative Action Officer will investigate a sexual harassment complaint, that appointed administrator shall do so in accordance with these policies.~~
- ~~c. All allegations of sexual harassment should be brought to the District's attention at the earliest possible time. Time schedules provided in this policy are to ensure prompt consideration of complaints. Allegations of sexual harassment shall be investigated in accordance with this policy.~~
- ~~d. The District recognizes that confidentiality is important to all parties involved in a sexual harassment investigation. To the extent practical, the confidentiality of the complainant, respondent and witness(es) will be protected. Employee(s) and/or student(s) interviewed in accordance with these policies are directed to assist in maintaining such confidentiality.~~
- ~~e. The District will not tolerate retaliation against any student or employee for initiation, pursuit or assistance with a complaint of sexual harassment. Any individual who retaliates against any District employee and/or student in violation of this policy may be subject to disciplinary action.~~
- ~~f. Any individual who is determined to have falsely initiated, or participated in, a sexual harassment investigation may be subject to disciplinary action.~~

**PROHIBITION OF HARASSMENT & DISCRIMINATION**

- ~~g. The District shall not undertake any disciplinary action involving any respondent or complainant until a final decision has been rendered, except as herein provided. Any individual subject to potential discipline shall have an opportunity to review all materials and provide a response. If, in the opinion of the Superintendent/President, immediate action is necessary, reasonable efforts to first inform the respondent and allow him/her an opportunity under the circumstances to respond to the allegations will be provided. For the purposes of this policy, placement of an employee on paid administrative leave shall not be considered disciplinary action.~~
- ~~h. The complainant and the respondent may be assisted by a representative of his/her choice at any stage of these proceedings.~~
- ~~i. Nothing contained in this policy is intended to discourage informal resolution of complaints. However, prior to any informal resolution of a sexual harassment complaint, the supervisor or administrator shall contact the Affirmative Action Officer to ensure the informal resolution is consistent with the intent of these policies.~~

**3. Complaint Procedures**

- ~~Any employee, applicant for employment, student, former student or applying student who believes he/she has been subjected to sexual harassment may inform any supervisor or administrator; the supervisor or administrator shall then have a duty to inform the Affirmative Action Officer. The complainant may also go directly to the Affirmative Action Officer.~~
- ~~Any supervisor, administrator or faculty member who receives information from a complainant, or otherwise learns that sexual harassment has allegedly occurred, shall immediately notify the Affirmative Action Officer. Any other District employee who receives information from a complainant, or otherwise learns that sexual harassment has allegedly occurred, is strongly encouraged to report such information to the Affirmative Action Officer. The Affirmative Action Officer, or designee, will investigate all formal or informal complaints in accordance with the following procedures to determine whether or not corrective action is necessary:~~
  - ~~a. The complainant will be immediately informed of any rights under any relevant complaint procedure (including the procedure for filing a Title 5 discrimination complaint and the procedure for filing a complaint with the Federal Office for Civil Rights), policy, or in the case of an employee, the collective bargaining agreement. The complainant will be provided with a copy of this policy.~~
  - ~~b. The Affirmative Action Officer, or designee, may first investigate all complaints on an informal level and must attempt to resolve the complaint informally. However, the complainant is not required to participate in an informal resolution.~~

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- ~~c. At the very beginning of the process, the complainant must be notified that he/she is not required to participate in an informal resolution and that he/she may proceed to file a complaint directly under Title 5 or with the Federal Office for Civil Rights.~~
- ~~d. If, after an informal investigation, the Affirmative Action Officer, or designee, is unable to resolve the complaint to the satisfaction of the complainant and the respondent, the complainant shall be notified of his/her right to file a formal complaint.~~
- ~~e. All formal complaints shall be submitted in writing to the Affirmative Action Officer, or designee, within one (1) year after the alleged harassment has occurred.~~
- ~~f. All written complaints shall be signed and dated by the complainant and shall contain at least the name(s) of the individual(s) involved, the date of the event(s) at issue and a detailed description of the actions constituting the alleged sexual harassment. Names, addresses and phone numbers of witnesses or potential witnesses should also be included. The Affirmative Action Officer shall immediately notify a complainant if his/her complaint is defective.~~
- ~~g. A copy of all written complaints shall be immediately forwarded to the Legal Affairs Division of the Chancellor's Office.~~
- ~~h. Nothing in these procedures is intended to limit the discretion of the Affirmative Action Officer, or designee, to investigate relevant facts which are not specified in the written complaint. Where it is appropriate, the scope of the investigation may be broadened.~~
- ~~i. All complaints will be reviewed and investigated by the Affirmative Action Officer or designee. The investigation may include interviews with (1) the complainant; (2) the respondent; and, (3) any other person(s) who reasonably may have relevant knowledge concerning the complaint, such as witnesses and victims of similar conduct by the respondent. The Affirmative Action Officer will notify the complainant and the Chancellor's Office that it is commencing its investigation.~~
- ~~j. The Affirmative Action Officer shall review all factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment. Consideration must be given to all factual information, the totality of the circumstances, including the nature of the verbal, physical or visual aspects of the action and the context in which the alleged incident(s) occurred.~~
- ~~k. Where the Affirmative Action Officer determines sexual harassment may have occurred, the Affirmative Action Officer shall present the respondent with a copy of the complaint and this policy and provide the respondent with an opportunity to respond in writing to the allegations. Such response must be received within a reasonable amount of time, as determined by the Affirmative Action Officer, not to exceed fifteen (15) days.~~

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- ~~l. — Upon receipt of a response by the respondent, the Affirmative Action Officer will again review all factual information presented and incorporate such information into his/her investigation.~~
- ~~m. — Immediately following review and investigation of the complaint, the Affirmative Action Officer will prepare a written recommendation to resolve the complaint. The recommendation will include at least a description of the nature and extent of the investigation conducted by the District, action taken by the District in the event immediate action was necessary and a proposed resolution to the complaint.~~
- ~~n. — Within 90 days of receiving a complaint, the Affirmative Action Officer will forward the following items to the complainant and respondent: a copy of the investigative report, the District's administrative determination, description of action taken, the proposed resolution of the complaint and notice of the complainant's right to appeal to the Governing Board.~~
- ~~o. — If the complainant or respondent is not satisfied with the administrative determination, he/she may appeal to the Governing Board within fifteen (15) days of receipt of the administrative determination. The appeal must be signed, and in writing, and must state each and every reason for the appeal and disagreement with the administrative determination. The Governing Board will review the appeal and will, in its sole discretion, determine what, if any, further proceedings should occur. The determination of the Governing Board as to procedures and resolution of the allegations will be the final District decision. The Governing Board shall forward its final decision, or a statement indicating the date the administrative determination became final, to the complainant and to the Chancellor's Office within 45 days and shall notify the complainant of his/her rights to appeal to the Chancellor's Office. If the Governing Board does not act within 45 days, the complainant shall be notified that the decision of the administration is deemed to be final and that the complainant has the right to appeal to the Chancellor's Office.~~
- ~~p. — In the event it is determined there is merit to the complaint, the District will take corrective action, including such discipline up to and including suspension and/or immediate termination of employment, or suspension or expulsion from academic programs, as is appropriate, in accordance with applicable law and Governing Board policies and procedures. Severity of the disciplinary action will be based upon the circumstances.~~
- ~~q. — Pursuant to Section 59336(b), within 150 days of receiving a complaint, the District shall forward to the Chancellor the complaint, the investigative report, a copy of the notice sent to the complainant, a copy of the final District decision rendered by the Governing Board or a statement indicating the date on which the administrative determination became final and a copy of the notice to the complainant required pursuant to Section 59338 (a).~~

**PROHIBITION OF HARASSMENT & DISCRIMINATION****4. Dissemination**

- a. All District employees will be provided with a copy of this policy.
- b. All new students will be provided with a Student Policy Manual which includes the "Sexual Harassment Policy" (No. 5111) and the "Unlawful Discrimination Complaint Policies and Procedures Policy" (No. 5323) handed out during Registration. In addition, students may obtain a complete copy of this policy at the Student Activities Office, Building 620, Room 621A.
- c. A copy of this Policy shall also be located in the Human Resources Office, Library and Transfer Center.

**References:** California Code of Regulations, Title 5, Section 59300 et seq., Education Code Sections 200 et seq., 212.5, 220, 260, Title 7 of the Civil Rights Act of 1964 including amendments of 1972 and 1991, Title 9 of the Educational Amendments of 1972.

**II. RESPONSIBILITIES**

Each employee assumes the responsibility to be aware and supportive of the College's Staff Diversity Plan. It is through this awareness and support that the College will be able to adhere to affirmative action procedures. It is the responsibility of the Superintendent/President to administratively implement the Governing Board policy by directing the development of procedures to ensure affirmative action. To assist in this process, the Special Assistant to the President for Human Resources and Legal Affairs is charged with the responsibility to assure that all avenues in seeking qualified applicants are utilized. Additionally, the Special Assistant to the President for Human Resources and Legal Affairs, who serves as the Affirmative Action Officer, shall carry out the following duties:

- A. Direct the implementation of the College's employment procedures.
- B. Monitor the employment process for adverse impact upon any group of applicants.
- C. Direct the collection of materials related to specific hiring and supervise the maintenance of these materials for a minimum of three (3) years.
- D. Direct the orientation of staff in the implementation of the employment procedure.
- E. Accept complaints and implement the complaint process related to:
  - 1. Applicant or employee discrimination complaints.
  - 2. Title 9 Complaints.
  - 3. Staff or student sexual harassment complaints.
- F. Assure that reasonable accommodations are made for persons with disabilities.
- G. Compile reports related to staff diversity.
- H. Serve on the College Staff Development Committees to ensure coordination between affirmative action and staff development activities.

**III. AFFIRMATIVE ACTION COMMITTEE**

The membership of the Affirmative Action Committee shall consist of the following:

**Adopted:**

*Replaces District Policies 5111, 5323 & 6101*



**PROHIBITION OF HARASSMENT & DISCRIMINATION**

- ~~o Special Assistant to the President for Human Resources and Legal Affairs (Affirmative Action Officer)~~
- ~~o Director of Human Resources~~
- ~~o Three (3) faculty appointed by the Academic Senate~~
- ~~o Two (2) Classified staff appointed by C.S.E.A.~~
- ~~o One (1) Classified staff appointed by the Classified Supervisors and Managers~~
- ~~o Three (3) students appointed by the A.S.O.~~

- ~~— Appointments to the Affirmative Action Committee shall be for a two (2) year period. The Affirmative Action Officer will serve as the Committee Chair.~~
- ~~— The Committee will meet at least once each semester with the Affirmative Action Officer to review the total affirmative action program. The Committee recommendations will be forwarded directly to the Superintendent/President. It is the responsibility of the Superintendent/President to take appropriate action to inform the Committee and the Governing Board the reasons that the recommendations are unacceptable.~~

**IV. ~~STAFF DEVELOPMENT AND PLAN DISSEMINATION~~**

- ~~— The Academic Staff Development Committee and Classified Staff Development Committee are charged with the responsibility of planning and implementing the college-wide Staff Development Program. In order to ensure the coordination between the Staff Development Program and the Staff Diversity Plan, the Affirmative Action Officer shall be a member of the Staff Development Committees. The Affirmative Action Officer will recommend appropriate staff development activities so that staff become aware of the College's Staff Diversity Plan.~~
- ~~— All employees of the College shall be provided with a copy of the adopted Staff Diversity Plan. Additionally, the College shall have copies of the plan available upon request by members of the community.~~
- ~~— The College shall give annual written notice to community organizations and employment sources affirming the College's affirmative action commitment and soliciting assistance in carrying out the commitment. The commitment shall be carried out through notices in the Class Schedule, Catalog and/or job announcements.~~

**❖ ~~Current SWC Policy 5111 Sexual Harassment~~**

~~Southwestern Community College District recognizes that harassment on the basis of sex is a violation of both Federal and State employment discrimination laws as well as District Policy. The District is committed to providing all employees, applicants for employment, students and other persons in a business, service or professional relationship with the District with an environment free from sexual harassment, and will not tolerate such conduct on the part of any District employee or student.~~

~~Any employee, applicant for employment, student or any other person in a business, service or professional relationship with the District with a complaint of sexual harassment should implement these complaint procedures as soon as possible. No complainant will suffer reprisals for reporting any incidents of sexual harassment or making any complaints.~~

**Adopted:**

*Replaces District Policies 5111, 5323 & 6101*

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## PROHIBITION OF HARASSMENT & DISCRIMINATION

~~Sexual harassment is unacceptable conduct, is unlawful, and will not be tolerated by the Southwestern Community College District. The District will promptly and thoroughly investigate any complaints of sexual harassment, and will take expeditious action to resolve such complaints, in accordance with these policies.~~

### ~~A. Definitions~~

~~1. Sexual Harassment Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature made by someone from or in the work or college setting.~~

~~a. Sexual harassment may be considered to occur under any of the following conditions:~~

~~(1) Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment or progress or a student's progress at the college.~~

~~(2) Submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.~~

~~(3) The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile or offensive work or academic environment.~~

~~(4) Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs or activities available at or through Southwestern Community College District.~~

~~b. Forms of sexual harassment include, but are not limited to:~~

~~(1) Deliberate verbal comments, gestures, or physical contacts of a sexual nature or demeaning to one's gender which are unwelcome and/or interfere with work productivity or academic progress.~~

~~(2) Generalized sexist statements and behavior not necessarily designed to elicit sexual cooperation, but to convey insulting, degrading and/or sexist attitudes.~~

**PROHIBITION OF HARASSMENT & DISCRIMINATION**

- ~~\_\_\_\_\_ (3) Sexual behavior by any employee which has the effect of controlling, influencing or otherwise affecting the job, salary, project, performance evaluation, opportunity for employment, or career of an employee, or applicant for employment, or affecting the academic performance or opportunity for admission of any student or applying student.~~
- ~~\_\_\_\_\_ (4) Unwelcome sexual, suggestive or obscene letters, notes or other written/printed material, derogatory comments, slurs and/or jokes.~~
- ~~\_\_\_\_\_ 2. Complainant An individual who brings either a formal or informal complaint of alleged sexual harassment.~~
- ~~\_\_\_\_\_ 3. Respondent A person against whom a claim of sexual harassment has been made.~~
- ~~\_\_\_\_\_ 4. Informal Complaint An oral sexual harassment complaint brought by a complainant or a District employee on behalf of a complainant.~~
- ~~\_\_\_\_\_ 5. Formal Complaint A written complaint of sexual harassment submitted by a complainant.~~
- ~~\_\_\_\_\_ 6. Superintendent/President Where this policy specifies the performance of functions by the Superintendent/President, the Superintendent/President may designate another administrator to perform such functions.~~

**B. General Provisions**

- ~~\_\_\_\_\_ 1. Any questions regarding this policy should be directed to the Affirmative Action Officer.~~
- ~~\_\_\_\_\_ 2. Although this policy anticipates that the Affirmative Action Officer is responsible for investigating all complaints of sexual harassment, nothing in this policy is intended to prohibit the Superintendent/President's appointment of a different District administrator as investigator where appropriate. Where it is determined an administrator other than the Affirmative Action Officer will investigate a sexual harassment complaint, that appointed administrator shall do so in accordance with these policies.~~
- ~~\_\_\_\_\_ 3. All allegations of sexual harassment should be brought to the District's attention at the earliest possible time. Time schedules provided in this policy are to ensure prompt consideration of complaints. Allegations of sexual harassment shall be investigated in accordance with this policy.~~

**PROHIBITION OF HARASSMENT & DISCRIMINATION**

- ~~4. The District recognizes that confidentiality is important to all parties involved in a sexual harassment investigation. To the extent practical, the confidentiality of the complainant, respondent and witness(es) will be protected. Employee(s) and/or student(s) interviewed in accordance with these policies are directed to assist in maintaining such confidentiality.~~
- ~~5. The District will not tolerate retaliation against any student or employee for initiation, pursuit or assistance with a complaint of sexual harassment. Any individual who retaliates against any District employee and/or student in violation of this policy may be subject to disciplinary action.~~
- ~~6. Any individual who is determined to have falsely initiated, or participated in, a sexual harassment investigation may be subject to disciplinary action.~~
- ~~7. The District shall not undertake any disciplinary action involving any respondent or complainant until a final decision has been rendered, except as herein provided. Any individual subject to potential discipline shall have an opportunity to review all materials and provide a response. If, in the opinion of the Superintendent/ President, immediate action is necessary, reasonable efforts to first inform the respondent and allow him/her an opportunity under the circumstances to respond to the allegations will be provided. For the purposes of this policy, placement of an employee on paid administrative leave shall not be considered disciplinary action.~~
- ~~8. The complainant and the respondent may be assisted by a representative of his/her choice at any stage of these proceedings.~~

**Policy 6101 - Disability Harassment**

~~Southwestern Community College District recognizes that harassment on the basis of disability is a violation of Section 504 of the Federal Rehabilitation Act and Title II of the 1990 Americans with Disabilities Act. The District is committed to providing an environment free of disability harassment and will not tolerate such conduct on the part of any District employee or student. All complaints will be directed to the Vice President of Human Resources and treated as other reports of discrimination or misconduct. Student complainants may also go directly to the Dean of Student Activities.~~

~~Disability harassment consists of harassing conduct that is sufficiently severe, persistent, or pervasive that it creates a hostile environment. A hostile environment may exist, even in the absence of tangible effects on the individual, when the harassment is serious enough to adversely affect a student's or an employee's ability to participate in or benefit from the educational program or work environment.~~

## PROHIBITION OF HARASSMENT & DISCRIMINATION

~~Disability harassment under Section 504 of the Federal Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 is intimidation or abusive behavior toward an individual based on disability that creates a hostile environment by interfering with or denying one's participation in or receipt of benefits, services, or opportunities in the education program or work environment. Harassing conduct may take many forms, including verbal acts and name calling, as well as nonverbal behavior, such as graphic and written statements, or conduct that is physically threatening, harmful, or humiliating.~~

## ITEM #21 B1

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES and EXPENSES  
GENERAL FUND - Unrestricted  
REPORT ENDING  
June 30, 2008

**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	\$ 78,971	\$ 78,971	\$ 6,140	8%	\$ -	\$ 72,831
State Revenues	\$ 54,698,032	\$ 54,698,032	\$ 51,219,380	94%	\$ -	\$ 3,478,652
Local Revenues	\$ 24,689,180	\$ 24,708,554	\$ 25,121,818	102%	\$ (125)	\$ (413,138)
Other Revenues	\$ 345,000	\$ 345,000	\$ 3,107	1%	\$ (8)	\$ 341,900
Beginning balance	\$ 3,460,103	\$ 3,460,103	\$ 3,460,103	100%	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 83,271,286</b>	<b>\$ 83,290,660</b>	<b>\$ 79,810,548</b>	<b>96%</b>	<b>\$ (133)</b>	<b>\$ 3,480,245</b>
Academic Salaries	\$ 37,368,888	\$ 38,474,514	\$ 37,925,943	99%	\$ -	\$ 548,571
Classified and Other Nonacademic Salaries	\$ 18,832,717	\$ 18,781,349	\$ 18,245,120	97%	\$ -	\$ 536,229
Employee Benefits	\$ 12,667,000	\$ 13,063,538	\$ 12,837,423	98%	\$ -	\$ 226,115
Supplies and Materials	\$ 1,932,460	\$ 1,345,553	\$ 1,041,191	77%	\$ 64,628	\$ 239,734
Other Operating Expenses and Services	\$ 10,040,229	\$ 9,639,688	\$ 7,492,687	78%	\$ 715,893	\$ 1,431,109
Capital Outlay	\$ 1,542,699	\$ 1,609,846	\$ 488,015	30%	\$ 56,453	\$ 1,065,378
Other Outgo	\$ 887,294	\$ 376,171	\$ 10,914	3%	\$ -	\$ 365,257
<b>Total Expenses</b>	<b>\$ 83,271,286</b>	<b>\$ 83,290,660</b>	<b>\$ 78,041,293</b>	<b>94%</b>	<b>\$ 836,974</b>	<b>\$ 4,412,392</b>
<b>Revenues minus Expenditures</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ 1,769,255</b>		<b>\$ -</b>	

SOUTHWESTER COLLEGE  
STATEMENT OF REVENUES and EXPENSES  
GENERAL FUND - Restricted  
REPORT ENDING  
June 30, 2008

**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	\$ 1,459,143	\$ 4,716,007	\$ 2,428,494	51%	\$ -	\$ 2,287,513
State Revenues	\$ 7,705,967	\$ 10,743,104	\$ 11,391,608	106%	\$ -	\$ (648,504)
Local Revenues	\$ 3,275,259	\$ 4,261,318	\$ 4,359,730	102%	\$ (834)	\$ (97,577)
Other Revenues	\$ -	\$ -	\$ (438,598)		\$ (7,880)	\$ 446,478
<b>TOTAL REVENUES</b>	<b>\$ 12,440,369</b>	<b>\$ 19,720,429</b>	<b>\$ 17,741,233</b>	<b>90%</b>	<b>\$ (8,714)</b>	<b>\$ 1,987,910</b>
Academic Salaries	\$ 3,493,637	\$ 4,024,253	\$ 3,275,869	81%	\$ -	\$ 748,384
Classified and Other Nonacademic Salaries	\$ 4,269,010	\$ 6,767,755	\$ 5,859,452	87%	\$ -	\$ 908,303
Employee Benefits	\$ 1,593,949	\$ 2,087,081	\$ 1,870,570	90%	\$ -	\$ 216,512
Supplies and Materials	\$ 480,883	\$ 1,511,065	\$ 978,475	65%	\$ 76,211	\$ 456,379
Other Operating Expenses and Services	\$ 1,327,179	\$ 2,897,885	\$ 1,652,278	57%	\$ 41,375	\$ 1,204,231
Capital Outlay	\$ 617,355	\$ 1,339,012	\$ 855,991	64%	\$ 204,323	\$ 278,699
Other Outgo	\$ 658,356	\$ 1,093,377	\$ 1,089,640	100%	\$ 150	\$ 3,588
<b>TOTAL EXPENSES</b>	<b>\$ 12,440,369</b>	<b>\$ 19,720,429</b>	<b>\$ 15,582,275</b>	<b>79%</b>	<b>\$ 322,059</b>	<b>\$ 3,816,095</b>
<b>Revenues minus Expenditures</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 2,158,958</b>		<b>\$ -</b>	



SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES and EXPENSES  
GENERAL FUND - Unrestricted/Restricted  
REPORT ENDING  
June 30, 2008

**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 Encumbrances</u>	<u>Available Balance</u>
Federal	\$ 1,538,114	\$ 4,794,978	\$ 2,434,634	51%	\$ -	\$ 2,360,344
State Revenues	\$ 62,403,999	\$ 65,441,136	\$ 62,610,987	96%	\$ -	\$ 2,830,149
Local Revenues	\$ 27,964,439	\$ 28,969,873	\$ 29,481,548	102%	\$ (959)	\$ (510,716)
Other Financial Serv	\$ 345,000	\$ 345,000	\$ (435,491)	-126%	\$ (7,888)	\$ 788,378
Beginning Balance	\$ 3,460,103	\$ 3,460,103	\$ 3,460,103	100%	\$ -	\$ -
<b>TOTAL REVENUES -</b>	<b>\$ 95,711,655</b>	<b>\$ 103,011,090</b>	<b>\$ 97,551,781</b>	<b>95%</b>	<b>\$ (8,847)</b>	<b>\$ 5,468,156</b>
Academic Salaries	\$ 40,862,525	\$ 42,498,767	\$ 41,201,813	97%	\$ -	\$ 1,296,954
Classified and Other Nonacademic Salaries	\$ 23,101,727	\$ 25,549,103	\$ 24,104,572	94%	\$ -	\$ 1,444,532
Employee Benefits	\$ 14,260,949	\$ 15,150,619	\$ 14,707,993	97%	\$ -	\$ 442,627
Supplies and Materials	\$ 2,413,343	\$ 2,856,619	\$ 2,019,666	71%	\$ 140,840	\$ 696,112
Other Operating Expenses and Services	\$ 11,367,408	\$ 12,537,573	\$ 9,144,965	73%	\$ 757,269	\$ 2,635,340
Capital Outlay	\$ 2,160,054	\$ 2,948,859	\$ 1,344,006	46%	\$ 260,776	\$ 1,344,077
Other Outgo	\$ 1,545,650	\$ 1,469,549	\$ 1,100,554	75%	\$ 150	\$ 368,845
<b>TOTAL EXPENDITURES -</b>	<b>\$ 95,711,655</b>	<b>\$ 103,011,090</b>	<b>\$ 93,623,568</b>	<b>91%</b>	<b>\$ 1,159,034</b>	<b>\$ 8,228,487</b>
<b>Revenues minus Expenditures</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 3,928,213</b>		<b>\$ -</b>	

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES  
GENERAL FUND - Unrestricted/Restricted (Combined)  
Report Ending  
June 30, 2008

	<u>GL Account</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>
<b>Federal Revenues</b>	1. Vet Ed Outreach Program	365,847	365,847	365,567	100%	0	280
	2. Workforce Investment	0	5,272	5,282	100%	0	-10
	3. Military Personnel Development Con.	99,110	119,254	126,818	106%	0	-7,564
	4. Federal Student Financial Aid	53,971	53,971	0	0%	0	53,971
	5. FWS Admin Allowance	0	0	22,723	0%	0	-22,723
	6. Veterans Services	0	0	6,140	0%	0	-6,140
	7. VATEA	878,937	887,859	533,426	60%	0	354,433
	8. Other Federal Revenues	140,249	3,362,775	1,374,678	41%	0	1,988,097
	<b>Total Federal Revenues</b>	<b>1,538,114</b>	<b>4,794,978</b>	<b>2,434,634</b>	<b>51%</b>	<b>0</b>	<b>2,360,344</b>
<b>State Revenues</b>	9. Two Percent Bogg	94,000	94,000	77,617	83%	0	16,383
	10. State General Apportionment	462,411	492,925	471,545	96%	0	21,380
	11. Princ. State Appmnt	52,036,682	52,036,682	47,049,763	90%	0	4,986,919
	12. Prior Year General Apportionment	0	0	2,090,138	0%	0	-2,090,138
	13. Basic Skills Growth	898,338	938,255	1,991,086	212%	0	-1,052,831
	14. PT Faculty Parity	653,332	653,332	665,482	102%	0	-12,150
	15. Categorical Apportionment	355,000	1,046,722	995,156	95%	0	51,566
	16. EOPS	2,404,645	2,591,216	2,590,048	100%	0	1,168
	17. Phy Hand Exces Cost	1,298,562	1,445,338	1,445,338	100%	0	0
	18. District Match	0	129,004	110,140	85%	0	18,864
	19. Other Categorical Apportionment	1,025,920	990,288	1,141,768	115%	0	-151,480
	20. Matriculation	918,449	1,051,320	1,051,320	100%	0	0
	21. State Grant	0	107,640	216,047	201%	0	-108,407
	22. Tax Relief Subvent	200,000	200,000	213,434	107%	0	-13,434
	23. Lottery Proceedes	1,970,000	2,669,031	1,459,674	55%	0	1,209,357
	24. Other State Revenues	86,660	995,383	1,042,432	105%	0	-47,049
	<b>Total State Revenues</b>	<b>62,403,999</b>	<b>65,441,136</b>	<b>62,610,987</b>	<b>96%</b>	<b>0</b>	<b>2,830,149</b>
	<b>Beginning Balance Local:</b>	<b>3,460,103</b>	<b>3,460,103</b>	<b>3,460,103</b>	<b>100%</b>	<b>0</b>	<b>0</b>

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES  
GENERAL FUND - Unrestricted/Restricted (Combined)  
Report Ending  
June 30, 2008

	<u>GL Account</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>
<b>Local</b>	25. Secured Roll Taxes	16,300,000	16,300,000	17,958,826	110%	0	-1,658,826
<b>Revenues</b>	26. Unsecured Roll Taxes	1,000,000	1,000,000	724,191	72%	0	275,809
	27. Prior Year Taxes	700,000	700,000	707,946	101%	0	-7,946
	28. Foundation Grant		34,260	65,086	190%	0	-30,826
	29. GF : Student Lost/Overaged Checks	50,000	50,000	63,640	127%	0	-13,640
	30. GF : Overage Warrants/Payroll	30,000	30,000	901	3%	0	29,099
	31. ROP Contract	1,043,573	896,092	992,046	111%	0	-95,953
	32. Local Contract Services	0	622	679	0%	0	-57
	33. Individual Service Contracts	194,017	374,018	455,103	122%	0	-81,086
	34. Sale of Publications	6,000	27,652	116,247	420%	0	-88,596
	35. Cash Over	0	0	1,073	0%	0	-1,073
	36. CDC Rental	90,000	90,000	115,951	129%	0	-25,951
	37. Game Room Income	9,500	9,500	5,919	62%	0	3,581
	38. Facility Use Fee	353,030	404,186	262,771	65%	0	141,415
	39. Interest Earned	775,000	775,000	527,955	68%	0	247,045
	40. Two Percent Enrollment Split	94,646	94,646	0	0%	0	94,646
	41. Community Services	0	72,950	119,352	164%	-834	-45,568
	42. Enrollment Fees	4,200,000	4,200,000	3,784,534	90%	0	415,466
	43. Health Fee	622,017	633,005	550,730	87%	0	82,274
	44. Other Student Fees	65,000	65,000	65,646	101%	0	-646
	45. Tuition Fee	764,000	764,000	752,106	98%	0	11,894
	46. Parking Services Fee	988,025	1,126,665	686,795	61%	0	439,870
	47. Credit By Exam	0	205	14,036	6847%	0	-13,831
	48. Course Audit	18,500	18,500	18,412	100%	0	88
	49. Fines and Collection Charges	0	0	163,052	0%	-25	-163,027
	50. Cobra	0	0	281	0%	0	-281
	51. Misdiplay Permit Charge	0	0	718	0%	0	-718
	52. Local Miscellaneous Income	651,131	1,252,879	1,238,372	99%	0	14,507

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES  
GENERAL FUND - Unrestricted/Restricted (Combined)  
Report Ending  
June 30, 2008

<u>GL Account</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>
53. Transfer In Staff Parking	10,000	10,000	10,000	100%	0	0
54. Other Local Revenues	0	40,693	79,176	195%	-100	-38,383
<b>Total Local Revenues</b>	<b>31,424,542</b>	<b>32,429,976</b>	<b>32,941,651</b>	<b>102%</b>	<b>-959</b>	<b>-510,716</b>
<b>Other Revenues</b>						
55. Transfer In - Bookstore	345,000	345,000	35,000	10%	0	310,000
(Transfers In) 56. Revenue Suspense	0	0	-470,491	0%	-7,888	478,378
<b>Total Other Revenues</b>	<b>345,000</b>	<b>345,000</b>	<b>-435,491</b>	<b>-126%</b>	<b>-7,888</b>	<b>788,378</b>
<b>Total Revenues</b>	<b>95,711,655</b>	<b>103,011,090</b>	<b>97,551,781</b>	<b>95%</b>	<b>-8,847</b>	<b>5,468,156</b>

SOUTHWESTERN COLLEGE  
STATEMENT OF EXPENSES  
GENERAL FUND - Restricted/Unrestricted (Combined)  
REPORT ENDING  
June 30, 2008

**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	17,917,460	17,774,977	17,751,328	100%	0	23,648
2. Academic/Non Instructional Sals- Contract	7,969,513	7,687,330	7,290,791	95%	0	396,538
3. Academic Salaries - Hourly	14,270,353	15,306,833	14,525,017	95%	0	781,816
4. Academic/Non Inst Salaries - Hourly	705,198	1,729,627	1,634,676	95%	0	94,951
5. Classified Salaries -Contract	19,524,833	20,302,136	19,283,925	95%	0	1,018,212
6. Classified Non-Instructional Hourly	2,666,306	3,860,851	3,651,792	95%	0	209,059
7. Classified Instructional Hourly	910,588	1,386,116	1,168,855	84%	0	217,261
8. Employee Benefits	14,260,949	15,150,619	14,707,993	97%	0	442,627
9. Text Books	30,634	27,782	26,584	96%	82	1,116
10. Books or Manuals	12,550	9,169	3,931	43%	97	5,142
11. Supplies and Materials	1,687,184	1,867,239	1,230,744	66%	85,723	550,772
12. Periodicals	99,799	179,223	144,146	80%	4,425	30,652
13. Printing & Other	476,159	522,103	438,404	84%	40,381	43,317
14. Merchant Write-Offs	35,766	36,135	44,330	123%	2,589	-10,784
15. Supplies	71,251	214,968	131,527	61%	7,543	75,898
16. Operating Expense	0	18,929	18,929	100%	0	0
17. Contract Services	2,441,429	3,243,907	2,427,348	75%	123,896	692,664
18. Classified Travel	875,819	1,040,859	606,060	58%	21,472	413,327
19. Dues Memberships	164,321	176,137	154,843	88%	950	20,344

SOUTHWESTERN COLLEGE  
STATEMENT OF EXPENSES  
GENERAL FUND - Restricted/Unrestricted (Combined)  
REPORT ENDING  
June 30, 2008

**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	792,239	892,239	835,444	94%	0	56,795
21. Phone Costs/Utilities	3,059,143	2,616,448	1,891,700	72%	318,832	405,916
22. Maintenance Contracts	2,833,727	3,123,144	2,231,598	71%	289,344	602,203
23. Postage	613,654	637,158	530,187	83%	437	106,533
24. Other Operating Expenses	700,000	708,556	505,169	71%	2,337	201,050
25. Indirect	-112,924	80,196	-56,313	-70%	0	136,509
26. Sites and Site Improvement	78,821	128,337	47,895	37%	19,377	81,065
27. Buildings	146,341	202,673	120,058	59%	7,569	75,045
28. Books & Book Abatement	80,474	122,560	113,255	92%	2,332	6,972
29. Equipment	1,854,418	2,495,289	1,062,797	43%	231,497	1,200,996
30. Interfund Transfers	310,000	310,000	0	0%	0	310,000
31. Student Financial Aid	76,063	66,235	15,758	24%	0	50,478
32. Other Payments to Students	658,293	1,093,314	1,075,087	98%	150	18,077
33. Golden Handshake	501,294	0	9,709	0%	0	-9,709
<b>GRAND TOTAL</b>	<b>95,711,655</b>	<b>103,011,090</b>	<b>93,623,568</b>	<b>91%</b>	<b>1,159,034</b>	<b>8,228,487</b>

## **ITEM #21 B2**

# Southwestern Community College District

## General Fund Cash Analysis

### For Period Ending June 30, 2008

**Beginning Cash**  
**Deposits**  
**Cash Available**

**Disbursements**  
**Month Ending Balance**

July	August	September	October*	November*	December	January	February	March	April	May	June	Average
9,154,534	5,469,946	10,019,773	8,795,215	20,039,228	4,538,963	6,721,452	6,210,913	10,493,219	6,766,383	9,850,797	9,263,173	8,943,633
4,504,904	13,331,414	8,418,661	21,382,064	6,899,552	10,483,679	8,480,549	13,205,636	6,091,116	11,445,063	7,495,643	5,744,564	9,790,237
13,659,438	18,801,360	18,438,434	30,177,279	26,938,780	15,022,642	15,202,001	19,416,549	16,584,335	18,211,446	17,346,440	15,007,737	18,733,870
(8,189,492)	(8,781,587)	(9,643,219)	(10,138,051)	(22,399,817)	(8,301,190)	(8,991,088)	(8,923,330)	(9,817,952)	(8,360,649)	(8,083,267)	(6,964,134)	(9,882,815)
5,469,946	10,019,773	8,795,215	20,039,228	4,538,963	6,721,452	6,210,913	10,493,219	6,766,383	9,850,797	9,263,173	8,043,603	8,851,055

#### 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.

\* The County of San Diego inadvertently deposited San Diego Community College District's funds to SWCCD Cash account in October. It was included as repayment in November's disbursements.



# ITEM #21 B3

1

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

District: (090) SOUTHWESTERN

CHANGE THE PERIOD

Fiscal Year: 2007-2008

Quarter Ended: (Q4) Jun 30, 2008

		As of June 30 for the fiscal year specified			
Line	Description	Actual 2004-05	Actual 2005-06	Actual 2006-07	Projected 2007-2008
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	61,533,262	68,145,236	75,997,995	79,970,540
A.2	Other Financing Sources (Object 8900)	1,405,892	5,019,221	35,000	1,505
A.3	Total Unrestricted Revenue (A.1 + A.2)	62,939,154	73,164,457	76,032,995	79,972,045
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	63,774,254	68,565,013	75,219,252	78,855,567
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	60,159	75,632	193,505	9,813
B.3	Total Unrestricted Expenditures (B.1 + B.2)	63,834,413	68,640,645	75,412,757	78,865,380
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-895,259	4,523,812	620,238	1,106,665
D.	Fund Balance, Beginning	5,623,859	3,308,447	7,907,155	8,643,482
D.1	Prior Year Adjustments + (-)	-1,420,153	74,896	116,089	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	4,203,706	3,383,343	8,023,244	8,643,482
	Fund Balance, Ending (C. + D.2)	3,308,447	7,907,155	8,643,482	9,750,147
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	5.2%	11.5%	11.5%	12.4%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	14,257	14,633	15,091	15,759
-----	---	--------	--------	--------	--------

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

		As of the specified quarter ended for each fiscal year			
		2004-05	2005-06	2006-07	2007-2008
H.1	Cash, excluding borrowed funds				8,043,603
H.2	Cash, borrowed funds only				0
H.3	Total Cash (H.1 + H.2)	8,280,795	7,162,762	10,328,182	8,043,603

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	82,926,286	82,945,660	79,970,540	96.4%
I.2	Other Financing Sources (Object 8900)	345,000	345,000	1,505	0.4%
I.3	Total Unrestricted Revenue (I.1 + I.2)	83,271,286	83,290,660	79,972,045	96%
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	82,383,992	82,914,488	78,855,567	95.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	887,294	376,172	9,813	2.6%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	83,271,286	83,290,660	78,865,380	94.7%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	0	0	1,106,665	
L	Adjusted Fund Balance, Beginning	8,643,482	8,643,482	8,643,482	

L.1	Fund Balance, Ending (C. + L.2)	8,643,482	8,643,482	9,750,147
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.4%	10.4%	

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY		Management		Academic		Classified	
		Permanent		Temporary			
		Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>							
	Year 1:						
	Year 2:						
	Year 3:						
<b>b. BENEFITS:</b>							
	Year 1:						
	Year 2:						
	Year 3:						

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**

This year?  
Next year?

**NO**  
**NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

# MINUTES



## MINUTES

### REGULAR MEETING, GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT Room 214 SOUTHWESTERN COLLEGE

DAVID J. AGOSTO, GOVERNING BOARD PRESIDENT  
JEAN ROESCH, Ed.D., GOVERNING BOARD VICE PRESIDENT  
JORGE DOMINGUEZ, PH.D., GOVERNING BOARD MEMBER  
YOLANDA SALCIDO, 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, July 9, 2008

#### 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 writings 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 [www.swccd.edu](http://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](mailto: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
<b>Call to Order</b>	<b>1. CALL TO ORDER</b> (Agosto) 6:00 p.m., Room 214  Present: Agosto, Dominguez, Valladolid Absent: Salcido, Roesch, Diaz  Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive.
<b>Announcement Closed Session Agenda</b>	<b>2. ANNOUNCEMENT OF CLOSED SESSION AGENDA</b> (Agosto) 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).  <b>2A. CONFERENCE WITH LABOR NEGOTIATOR</b> Negotiator: Michael Kerns Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials Government Code Section 54957.6

ITEM																	
	<p>2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957</p> <p>2C. LIABILITY CLAIM Claimant: [Debra Fitzsimons] Entity Claimed Against: [Southwestern Community College District] Government Code Section 54956.95</p> <p>2D. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION ANTICIPATED LITIGATION Government Code Section 54956.9(b) (1 potential case)</p>																
Closed Session	<p>3. ADJOURN TO CLOSED SESSION (Agosto) 6:03 p.m. Building 100, Conference Room A.</p>																
Reconvene in Open Session	<p>4. RECONVENE IN OPEN SESSION (Agosto) 7:12 p.m., Room 214</p> <p>Present: Agosto, Dominguez, Roesch, Salcido, Valladolid, Diaz Absent:</p>																
Pledge of Allegiance	<p>5. PLEDGE OF ALLEGIANCE (Agosto)</p> <p>A moment of silence was held in memory of former Trustee Judy Schulenberg.</p>																
Closed Session Announcement	<p>6. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (Agosto)</p> <p>President Agosto asked General Counsel Yuri Calderon to give the closed session report. The General Counsel reported the Board took one action in closed session. It authorized the District to issue a letter to the claimant, Debra Fitzsimons, notifying her that her claim was late and that all those portions of the claim that weren't late are rejected. Motion made by Trustee Valladolid and seconded by Trustee Roesch. The vote was 5-0. No other reportable action was taken in closed session.</p>																
Action (Carried)	<p>7. APPROVAL OF MINUTES (ENCLOSURE) (Chopra)</p> <table><tr><td>Agosto</td><td>Dominguez</td><td>M</td><td>Roesch</td><td>Salcido</td><td>S</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Aye</td></tr></table> <p>Regular Meeting, June 11, 2008 Special Meeting, June 22, 2008</p>	Agosto	Dominguez	M	Roesch	Salcido	S	Valladolid	Diaz-Student Advisory Vote	Aye	Aye		Aye	Aye		Aye	Aye
Agosto	Dominguez	M	Roesch	Salcido	S	Valladolid	Diaz-Student Advisory Vote										
Aye	Aye		Aye	Aye		Aye	Aye										
Presentation(s)	<p>8. PRESENTATION(S)</p> <p>8A. BUDGET UPDATE Presenter: Raj K. Chopra, Ph.D., Superintendent/President</p> <p>8B. STRATEGIC PLAN IMPLEMENTATION STATUS REPORT Presenters: College Leadership Council Strategic Plan Task Force Representatives Del Trujillo, Valerie Goodwin-Colbert, Silvia Lugo</p>																

Action  
ction  
(Carried)

ITEM

15. APPROVAL OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH D)

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

Moved Item #15B to this point in the agenda to allow representative from Lew Edward Group to answer any questions before her scheduled flight departs.

15B. BUSINESS AND FINANCIAL AFFAIRS

AGREEMENT WITH LEW EDWARD GROUP FOR PUBLIC INFORMATION  
OUTREACH (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2473.08 with Lew Edward Group, to provide public information to the community related to District facility needs, for the period July 10 to August 5, 2008, inclusive, in an amount not to exceed \$20,000.

Presentation(s)  
(continued)

8C. ACCREDITATION STATUS REPORT

Presenters: Accreditation Co-chairs Valerie Goodwin-Colbert, Alexis Davidson, Mary Wylie

Oral  
Communication

9. ORAL COMMUNICATION

(Agosto)

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 *not* 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 *briefly* respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."

No persons appeared.

Action  
(Carried)

ITEM

10. APPROVE CONSENT CALENDAR (ITEMS A THROUGH G)

Agosto	Dominguez	S	Roesch	Salcido	M	Valladolid	Díaz-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.

*Trustee Dominguez stated that although there are several items on the Consent Calendar regarding SUHSD, they are related to students and, therefore, he would not recuse himself.*

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

(Beasley/Wilson)

Recommend ratification/approval of faculty use requests listed below:

<u>Organization</u>	<u>Facility Requested</u>	<u>Purpose</u>	<u>Date</u>	<u>Total Charge</u>
Sweetwater Union High School District/Bonita Vista	Lap Pool	Swim Practice	2/19-5/17/08	\$5,610.
Sweetwater Union High School District/Eastlake	Lap Pool	Swim Practice	2/19-5/17/08	\$3,025.
Sunset Swim	Lap Pool	Swim Practice	5/19-8/8/08	\$2,916.
South Bay Aquatics	Deep Pool & Lap Pool	Swim Practice	5/19-8/29/08	\$5,500.
International Bilingual Japanese School	Room 214	Japanese Language Classes	6/5 & 6/12/08	\$195.
Fitness Anywhere, Inc.	DeVore Stadium	Video/Photo Shoot	6/21/08	\$260.
Calvary Christian School	Football Practice Fields	Football Camp	6/28/08	\$560.
America's Youth Outreach Program	Gymnasium	Karate and Cheer Competitions	6/29/08	\$1,030.
Consensus Planning Group, Inc.	Room 4500 At Otay Mesa	State of California Public Meeting	7/1/2008	\$430.
San Diego Adaptive Sports Foundation	Rooms 1005, 1003, Locker Room Area, Track, Gym, Student Union East, Kitchen, Tennis Courts 1-5, Free Speech Area, Parking Lots J & L, & Swimming Pool	Wheelchair Junior Sports Camp	8/11-8/16/08	\$2,135.



ITEM				Total Charge
<u>Organization</u>	<u>Facility Requested</u>	<u>Purpose</u>	<u>Date</u>	
Sweetwater Union High School District	DeVore Stadium	Football Games	9/5-11/21/08	\$7,280.
Chula Vista Police Activity League	DeVore Stadium	San Diego Chargers Run, Pass, and Catch Rookie Camp	10/13/08	No Charge

10B. RATIFY/APPROVE TRAVEL ADVANCE REQUESTS:

(Beasley/Sampson)

Recommend ratification/approval of travel advance requests listed below:

<u>Employee</u>	<u>Purpose</u>	<u>Date</u>	<u>Cost</u>
Debauche, Chris	28 <sup>th</sup> Annual International Conference on Critical Thinking, Berkeley, CA	7/21-24/08	\$505.00
Del Rio, Adrian	28 <sup>th</sup> Annual International Conference on Critical Thinking, Berkeley, CA	7/21-24/08	\$555.00
Newhouse, Heidi	2008 CollegeNet User's Conference, Portland, OR	7/27-31/08	\$972.00
Taft, Dawn	Americorps State Conference, Los Angeles, CA	6/17-18/08	\$206.92

10C. APPROVE EMPLOYMENT OF CONSULTANT(S)

Recommend approval of employment of consultants listed below:

<u>Department</u>	<u>Consultant</u>	<u>Purpose</u>	<u>Date</u>	<u>Fee</u>
(Dyste)				
Health, Exercise Science & Athletics	Lenihan, Selecky & Chadha	Physician services for student athletes	08/18/08–05/25/09	Not to exceed \$1,800
Arts & Communication	Stompoly, Pam	Costume Designer for "Flea in Her Ear"	09/02/08–11/28/08	Not to exceed \$2,000
Arts & Communication	Duarte, Karla	Artist for Art Workshop	07/24/08–07/26/08	Not to Exceed \$500
Languages	Heaney, April	English Workshop	09/19/08–09/20/08	Not to Exceed \$2,500
Small Business Development & International Trade Center	Castaneda, Alejandro	Consultant will assist in serving the clients of the SBDITC in the areas of Sales, Customer Service, and Business Productivity	7/10/08–6/30/09	Not to exceed \$2,999
	Champlin, Sandy	Consultant will assist in serving the clients of the SBDITC in the areas of Sales and Small Business Development	7/10/08–6/30/09	Not to exceed \$2,999
	Cook, Casey	Consultant will assist in serving the clients of the SBDITC in the areas of GIS Services	7/10/08–6/30/09	Not to exceed \$2,999

ITEM				
	DaCosta, Melville J.	Consultant will assist in serving the clients of the SBDITC in the areas of Accounting	7/10/08-6/30/09	Not to exceed \$2,999
	Designed Internet Solutions	Consultant will assist in serving the clients of the SBDITC in the areas of Website Hosting, Maintenance and Upgrades	7/10/08-6/30/09	Not to exceed \$2,999
	Dodson, Carol	Consultant will assist in serving the clients of the SBDITC in the areas of Research and Marketing	7/10/08-6/30/09	Not to exceed \$2,999
	Gagnon, Donna	Consultant will assist in serving the clients of the SBDITC in the areas of Accounting/Bookkeeping	7/10/08-6/30/09	Not to exceed \$2,999
	Haynes, Stephen K.	Consultant will assist in serving the clients of the SBDITC in the areas of General Legal	7/10/08-6/30/09	Not to exceed \$2,999
	Kirsch, Lawrence G.	Consultant will assist in serving the clients of the SBDITC in the areas of Marketing and Management	7/10/08-6/30/09	Not to exceed \$2,999
	Kwartler, Laura S.	Consultant will assist in serving the clients of the SBDITC in the areas of General Legal	7/10/08-6/30/09	Not to exceed \$2,999
	Leavitt Communications	Consultant will assist in serving the clients of the SBDITC in the areas of Public Relations and Marketing	7/10/08-6/30/09	Not to exceed \$2,999
	Macias, Everardo	Consultant will assist in serving the clients of the SBDITC in the areas of Legal Aspects of Starting a Business	7/10/08-6/30/09	Not to exceed \$2,999
	Marketing Excellence, Inc.	Consultant will assist in serving the clients of the SBDITC in the areas of Marketing	7/10/08-6/30/09	Not to exceed \$2,999
	Monaco, Jack	Consultant will assist in serving the clients of the SBDITC in the areas of Restaurant Operations	7/10/08-6/30/09	Not to exceed \$2,999
	RAM Consulting	Consultant will assist in serving the clients of the SBDITC in the areas of Paralegal (Business and Corporate)	7/10/08-6/30/09	Not to exceed \$2,999
	Stone Republic	Consultant will assist in serving the clients of the SBDITC in the areas of Bookkeeping and Tax Preparation	7/10/08-6/30/09	Not to exceed \$2,999

**ITEM**

**10D. FILING OF APPLICATION(S) TO MEET FILING DEADLINE(S)**

(Dyste)

Recommend ratification of filing of application(s) to meet filing deadlines as listed below:

U.S. Small Business Administration, "Small Business Development Center (SBDC) Network San Diego/Imperial Counties," budget augmentation in the amount of \$78,631, January 1, 2008 to December 31, 2008. The initial application was approved by the Governing Board on September 12, 2007.

**10E. ACCEPTANCE OF GIFT(S)**

(Beasley)

Recommend acceptance of gift(s) for anticipated use as indicated below:

\$60,000 cash, donated by The Lipp Foundation, to be used in the School of Mathematics, Science, and Engineering.

**10F. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)**

(Beasley)

General Fund Nos. 87865 - 88422  
Blanket Fund Nos. B1363 - B1368

**10G. PAYMENT OF BILLS- May 1-31, 2008 (ENCLOSURE)**

(Beasley)

**Public Hearing**

**11. CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION'S REQUEST TO NEGOTIATE (ENCLOSURE)**

(Kerns)

Public Hearing on the California School Employees' Association's initial proposal for negotiation of successor bargaining agreement. [Government Code Section 3547(a)]

*The floor was opened for public comment - no persons came forward.*

**Action  
(Carried)**

**12. HUMAN RESOURCES - ACADEMIC (ITEMS A THROUGH B)**

(Kerns)

	<i>Agosto</i>		<i>Dominguez</i>		<i>Roesch</i>	<i>M</i>	<i>Salcido</i>	<i>S</i>	<i>Valladolid</i>		<i>Diaz-Student Advisory Vote</i>
	<i>Aye</i>		<i>Aye</i>		<i>Aye</i>		<i>Aye</i>		<i>Aye</i>		<i>Aye</i>

**12A. APPROVE ESTABLISHMENT & RECRUITMENT OF NEW CLASSIFICATION**

Recommend establishment of the following one-year, temporary position as replacement for full-time faculty member on Sabbatical Leave:

<u>Position</u>	<u>Department</u>	<u>Range</u>	<u>Months of Service</u>	<u>Monthly Salary Range</u>
Director, EMT/ Paramedic Program	Education Center at Otay Mesa	Q (Academic Administrator Salary Schedule)	12	\$5,204 - \$6,400

**12B. APPROVE HUMAN RESOURCES TRANSACTIONS (ENCLOSURE)**

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



ITEM

13F. EMPLOYMENT OF SHORT-TERM, NON-ACADEMIC HOURLY EMPLOYEES FOR 2008-2009 (ENCLOSURE)

Request approval for employment of short-term, non-academic hourly employees for the 2008-2009 academic year pursuant to Education Code Section 88003.

13G. HUMAN RESOURCES CLASSIFIED TRANSACTIONS (ENCLOSURE)

Notification of Classified Educational Incentive Program transactions for the 2008-2009 academic year.

13H. CHANGE IN PERSONNEL STATUS

Recommend approval of the following temporary additional duties and compensation, effective as indicated. Temporary appointment shall continue based upon business necessity and is subject to amendments and termination at the discretion of the Superintendent/President.

<u>Employee</u>	Position		Position	Effective
Linda Thrower	Months/Service		Months/Service	
	Range/Step		Range/Step	
	<u>Monthly Salary</u>	<u>To</u>	<u>Monthly Salary</u>	<u>Date</u>
	Evaluations and		Acting Director of	7/10/08
	Veterans Services		Financial Aid	
	Supervisor			
	12 months		12 months	
	Range 21/Step 9		Range 30/Step 6	
	Classified		Classified	
	Administrator		Administrator	
	\$7,356/month		\$8,049/month	

Action  
(Carried As  
Amended)

ITEM

14. FACILITIES (ITEMS A THROUGH B)  
(Beasley/Wilson)

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

14A. AWARDS OF BID/RFP

(Beasley/Wilson)

14A1. Bid No. 151

Recommend rejection of all bids for the Parking Lot Paving, Repair and Maintenance at Southwestern College, Chula Vista Campus and re-bid. Bid documents issued by the District were incomplete.

Recommend award of Bid No. 151 for Parking Lot Paving, Repair and Maintenance to Sealright Paving on individual unit cost as needed from July 10, 2008 to July 9, 2009.

Area/sq. ft.	Asphalt Skin Patching	Grinding	Asphalt Repair 4"	Asphalt Repair 4" & 4" Base
0 - 10,000	0.99	2.47	4.06	4.60
10,001 - 20,000	0.94	2.44	4.03	4.55
20,001 - 40,000	0.88	2.43	4.00	4.49
40,001 - 60,000	0.82	2.41	3.96	4.44
60,001 - 80,000	0.76	2.40	3.93	4.39
80,001 - 100,000	0.71	2.37	3.90	4.34
100,001 - 200,000	0.65	2.35	3.87	4.28
over 200,000	0.60	2.33	3.83	4.23

Area/sq. ft.	Joint & Crack Sealing	Sealer (one coat)	Sealer (two coat)	Pavement Resurfacing
0 - 10,000	0.65	0.15	0.19	1.56
10,001 - 20,000	0.61	0.14	0.18	1.54
20,001 - 40,000	0.58	0.13	0.16	1.52
40,001 - 60,000	0.54	0.11	0.14	1.51
60,001 - 80,000	0.50	0.10	0.13	1.47
80,001 - 100,000	0.46	0.09	0.11	1.45
100,001 - 200,000	0.43	0.08	0.10	1.43
over 200,000	0.39	0.07	0.08	1.41

Pavement Marking  
(new or over old)

Parking Stall	3.25
Disabled Person Stall	52.00
Directional Arrow	15.00
Turn Arrow	22.00
Double Arrow	24.25
Curb per LF	0.65
Lines 4" per LF	0.16
Lines 6" per LF	0.25

14A2. RFP No. 95

Recommend award of Request for Proposal (RFP) No. 95 for security services for the Southwestern College Chula Vista Campus, Higher Education Center at Otay mesa and Higher Education Center at San Ysidro to Barry's Security Services in an amount not to exceed \$101,438.

14B. FIVE-YEAR CONSTRUCTION PLAN (ENCLOSURE)

(Beasley/Wilson)

Recommend approval of the District's Five-Year Construction Plan 2010 - 2014. The annual submission is required by Title 5.

	ITEM										
Action ms #15A, 15C & 15D (Carried)	15. APPROVAL OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH D)										
		Agosto		Dominguez	S	Roesch		Salcido	M	Valladolid	Díaz-Student Advisory Vote
		Aye		Aye		Aye		Aye		Aye	Aye

15A. ACADEMIC AFFAIRS

AGREEMENT WITH CASA FAMILIAR (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2452.08 with Casa Familiar, Inc., for the lease of classroom facilities, for the period September 2 through December 11, 2008, inclusive, in an amount not to exceed \$5,000.

15C. STUDENT AFFAIRS

AGREEMENT WITH COBRO CONSULTING (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2475.08 with CoBro Consulting, for research data management and evaluation services, for the period July 10, 2008 to June 30, 2009, inclusive, in a total amount not to exceed \$43,900. This agreement includes a 30-day termination notice.

15D. HUMAN RESOURCES

AGREEMENT WITH GONZALO ROJAS (ENCLOSURE)

RECOMMENDATION

Authorize Agreement No. A2476.08 with Gonzalo Rojas, to assist the District in the daily operations of the E.O.P.S. Office, for the period July 10, 2008 to December 31, 2008, inclusive, in the amount of \$411.80 per day, not to exceed \$60,000. Early termination of this agreement is at the discretion of the Superintendent/President with a 10-day notice.





ITEM

16A. ACADEMIC AFFAIRS (Continued)

16A5. AGREEMENT WITH SAN DIEGO STATE UNIVERSITY SCHOOL OF EXERCISE AND NUTRITIONAL SCIENCES (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2471.08 with San Diego State University School of Exercise and Nutritional Sciences, to provide a clinical education experience, for the period July 10, 2008 to June 30, 2009, inclusive, at no cost to the District.

16B. BUSINESS AND FINANCIAL AFFAIRS

16B1. AMENDMENT TO AGREEMENT WITH VIP WORLD, INC. (ENCLOSURE)

Approve Amendment No. 3 to Agreement No. A2472.08 with VIP World, Inc., to amend present agreement for facility use to reduce the monthly rent, from \$3,216 to \$1,608 for the period July 10, 2008 to June 30, 2009, inclusive; this is a reduction of total annual revenue in an amount not to exceed \$19,296.

16C. STUDENT AFFAIRS

16C1. AGREEMENT WITH THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY (ENCLOSURE)

RECOMMENDATION

Approve Memorandum of Understanding No. M4032.08 with the City of San Diego Office of Homeland Security, for personal protective equipment, for the period July 10, 2008, continuing until grant proceeds are exhausted, at no cost to the District.

ITEM																	
Action (Carried)	17. ADOPT RESOLUTION(S)																
	<table><tr><td>Agosto</td><td>Dominguez</td><td>S</td><td>Roesch</td><td>Salcido</td><td>M</td><td>Valladolid</td><td>Diaz-Stu Advisory Vote</td></tr><tr><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Aye</td></tr></table>	Agosto	Dominguez	S	Roesch	Salcido	M	Valladolid	Diaz-Stu Advisory Vote	Aye	Aye		Aye	Aye		Aye	Aye
	Agosto	Dominguez	S	Roesch	Salcido	M	Valladolid	Diaz-Stu Advisory Vote									
Aye	Aye		Aye	Aye		Aye	Aye										
(Beasley)																	
Information	17A. <u>ADOPT RESOLUTION #1578 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION (ENCLOSURE)</u>																
	18. NON-ACTION ITEMS																
	18A. <u>DISTRICT POLICIES NOS. 1200 and 3420 – FIRST READING (ENCLOSURE)</u>																
	(Kerns)																
	First Reading. Information only.																
	As part of the ongoing review and revision of the Southwestern Community College District Policy and Procedures Manual, the following policies appear before the Governing Board for first reading:																
	Policy No. 1200 District Mission & Philosophy																
	Policy No. 3420 Equal Employment Opportunity																
	18B. <u>INFORMATION ITEMS</u>																
	(Beasley/Sampson)																
18B1. General Fund Financial Report for Period Ending May 31, 2008 (ENCLOSURE)																	
(Beasley/Sampson)																	
18B2. General Fund Cash Analysis for Period Ending May 31, 2008 (ENCLOSURE)																	
Administrative Reports	19. ADMINISTRATIVE REPORTS																
	(Agosto)																
	19A. ACADEMIC AFFAIRS																
	19B. THOMAS BEASLEY, ACTING VICE PRESIDENT FOR BUSINESS AND FINANCIAL AFFAIRS																
	19C. MICHAEL KERNS, ACTING VICE PRESIDENT FOR HUMAN RESOURCES																
Senate/Union/ Association Reports	19D. GREG R. SANDOVAL, VICE PRESIDENT FOR STUDENT AFFAIRS																
	20. SENATE/UNION/ASSOCIATION REPORTS																
	(Agosto)																
	20A. PROFESSOR VALERIE GOODWIN-COLBERT, PRESIDENT, ACADEMIC SENATE																
	20B. WANDA MAXWELL, PRESIDENT, CLASSIFIED SENATE																
	20C. PHILIP LOPEZ, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)																
	20D. MICHAEL SELBY, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION (CSEA)																
	20E. DEBBIE TRUJILLO, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)																

	ITEM										
Superintendent/ President's Report	21. SUPERINTENDENT/PRESIDENT'S REPORT (Agosto) RAJ K. CHOPRA, Ph.D., SUPERINTENDENT/PRESIDENT										
Board Requests for Information	22. GOVERNING BOARD REQUESTS FOR INFORMATION (Agosto)										
	<table> <tr> <th>Information Requested</th><th>Board Member</th><th>Due Date</th></tr> <tr> <td>1. Update on parking/construction</td><td>Salcido</td><td></td></tr> <tr> <td>2. Further discussion regarding Student Success &amp; Student Access Objective #1 – SWC will enhance partnerships with K-12 administrators, faculty, and parents to improve the skills of students planning to enroll at SWC</td><td>Dominguez</td><td></td></tr> </table>	Information Requested	Board Member	Due Date	1. Update on parking/construction	Salcido		2. Further discussion regarding Student Success & Student Access Objective #1 – SWC will enhance partnerships with K-12 administrators, faculty, and parents to improve the skills of students planning to enroll at SWC	Dominguez		
Information Requested	Board Member	Due Date									
1. Update on parking/construction	Salcido										
2. Further discussion regarding Student Success & Student Access Objective #1 – SWC will enhance partnerships with K-12 administrators, faculty, and parents to improve the skills of students planning to enroll at SWC	Dominguez										
Governing Board Reports	23. GOVERNING BOARD REPORTS (Agosto)										
	23A. STUDENT BOARD MEMBER LETICIA DIAZ										
	23B. BOARD MEMBER TERRI VALLADOLID										
	23C. BOARD MEMBER YOLANDA SALCIDO										
	23D. BOARD MEMBER JORGE DOMINGUEZ, Ph.D.										
	23E. BOARD VICE PRESIDENT JEAN ROESCH, Ed.D.										
	23F. BOARD PRESIDENT DAVID J. AGOSTO										
	The Board adjourned to closed session at 8:48 p.m.										
Closed Session	24. CLOSED SESSION / REPORT OF ACTION(S) (Agosto)										
	The Board reconvened in open session at 9:08 p.m.										
	The General Counsel reported that the Board took one action in closed session. The motion was made by Trustee Dominguez and seconded by Trustee Roesch to waive the attorney-client privilege with respect to a specific opinion that was given with respect to a Trustee and the vote was 3-1-0. Trustee Valladolid voting no and Trustee Salcido abstaining. The other three Board members voted in favor. No further reportable action was taken in closed session.										
Adjournment	25. ADJOURNMENT 9:09 p.m. (Agosto)										
Information	26. NEXT REGULAR MEETING  Wednesday, August 13, 2008 Southwestern College 900 Otay Lakes Road, Room 214 Chula Vista, CA 91910  RAJ K. CHOPRA, Ph.D. SUPERINTENDENT/PRESIDENT										
		DAVID J. AGOSTO GOVERNING BOARD PRESIDENT									



## MINUTES

### SPECIAL MEETING OF THE GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

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

Written notice is hereby given in accordance with Government Code Section 54956 that a special meeting of the Governing Board of the Southwestern Community College District will be held as noted below:

DATE: Wednesday, August 6, 2008  
TIME: 6:00 p.m.  
LOCATION: Southwestern College  
Building 210, Room 214  
900 Otay Lakes Road  
Chula Vista, CA 91910

#### 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 in advance of the meeting for information on such accommodation.

	ITEM
<i>Call to Order</i>	<p>1. <b>CALL TO ORDER</b> (Agosto) 6:05 p.m., Room 214</p> <p>Attendance at this special meeting (Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive).</p> <p>Present: Roesch, Salcido, Valladolid, Diaz Absent: Agosto, Dominguez</p>
<i>Announcement of Closed Session Agenda</i>	<p>2. <b>ANNOUNCEMENT OF CLOSED SESSION AGENDA</b> (Agosto)</p> <p>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).</p> <p><b>PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE</b> Government Code Section 54957 No speakers.</p>
<i>Closed Session</i>	<p>3. <b>ADJOURN TO CLOSED SESSION</b> (Agosto) 6:07 p.m., Building 100, Conference Room A.</p>
<i>convene in Open Session</i>	<p>4. <b>RECONVENE IN OPEN SESSION</b> (Agosto) 6:19 p.m., Room 214</p> <p>Present: Agosto, Dominguez, Roesch, Salcido, Valladolid, Diaz (Student Trustee)</p> <p>Pledge of Allegiance</p>

	ITEM																				
Closed Session Announcement	<p>5. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (Agosto) <i>Board President Agosto announced there was nothing to report from closed session.</i></p>																				
Oral Communication	<p>6. ORAL COMMUNICATION (Agosto) 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.</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> <p><i>The following individuals spoke in support of the proposed bond measure for Southwestern College (SWC) and the importance of Southwestern College to its community:</i></p> <p><i>Peter Mabrey, Administrator, Scripps Mercy Hospital, Chula Vista, SWC Foundation Member</i> <i>Lisa Cohen, Chief Executive Officer, Chula Vista Chamber of Commerce</i> <i>Frank Urtasun, Former Member, Port Commission</i> <i>Byron Felber, Community Member</i> <i>Tom Davis, Community Member, Prop AA Advisory Committee Member</i> <i>Ernie Carrillo, Resident of Chula Vista, President of SD County Deputy Sheriffs' Association</i></p> <p><i>Nick Aguilar, San Diego County Board of Education Member, District 2, spoke 1) in support of the proposed bond measure for SWC, and 2) made the Board aware of a proposal by Sweetwater Union High School District's (SUHSD) Superintendent, and Board Member Quinonez to eliminate SUHSD and SWC's joint task force for technology careers education programs. He proposed that the Board inform SUHSD that they are interested in continuing the joint task force by adopting a resolution before SUHSD's next meeting on August 18.</i></p> <p><i>Jose Preciado, South Bay Forum, spoke regarding 1) scheduling of the Special Board meeting, and 2) the response to the Grand Jury Report. He read a statement on behalf of the South Bay Forum and requested that the Board adopt the following recommendations by the Grand Jury: 08-92; 08-93; 08-95; 08-96; 08-98; 08-102.</i></p>																				
Action (Carried)	<p>7. RESOLUTION NO. 1581 ORDERING AN ELECTION AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER (ENCLOSURE)</p> <table><tr><td>Agosto</td><td></td><td>Dominguez</td><td>S</td><td>Roesch</td><td></td><td>Salcido</td><td>M</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><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> <p>(Chopra)</p> <p>Recommend approval of Resolution No. 1581 to place a Local General Obligation Bond on the November 4, 2008 ballot, as recommended by the Superintendent/President, requesting the San Diego County Registrar of Voters to call an election under the provisions of Proposition 39, and submit to the electors of the Southwestern Community College District the question of whether bonds of the District in the aggregate principal amount not to exceed \$389 million shall be issued and sold to finance a significant portion of the District's 2008 Educational and Facilities Master Plan.</p> <p><i>Board Member Valladolid thanked the public who took the time to come and speak in support of the bond resolution.</i></p>	Agosto		Dominguez	S	Roesch		Salcido	M	Valladolid	Diaz-Student Advisory Vote	Aye		Aye		Aye		Aye		Aye	Aye
Agosto		Dominguez	S	Roesch		Salcido	M	Valladolid	Diaz-Student Advisory Vote												
Aye		Aye		Aye		Aye		Aye	Aye												

8. RESOLUTION NO. 1580 – ESTABLISHMENT OF CITIZENS' BOND OVERSIGHT COMMITTEE AND BYLAWS (ENCLOSURE)

(Chopra) Recommend approval of Resolution No. 1580 to establish an independent Citizens' Bond Oversight Committee and Bylaws within 60 days after the general election. The Committee shall operate pursuant to the Board approved Bylaws.

(Chopra) Recommend approval of the Oversight Committee Best Practices suggested by the San Diego County Taxpayers Association as a guideline for the 2008 bond oversight committee.

*In response to Mr. Preciado's comments during Oral Communication, Board Member Valladolid indicated that community workshops would be held to get input and representatives from the community would serve on the oversight committee.*

	Agosto		Dominguez	M	Roesch		Salcido	S	Valladolid		Diaz-Student Advisory Vote
	No		No		Aye		Aye		Aye		Aye

(Chopra)  
Recommend approval of District response to the San Diego County Grand Jury Report "Ethics 101: Course Requirements for Community Colleges"; and further, authorize the Superintendent/President to convey the District's response to the Presiding Judge of the Superior Court.

*The Board discussed the response to the Grand Jury Report. Board Member Dominguez and Board President Agosto expressed concerns regarding the short time to review the response and stated they were not in agreement with some of the responses presented and wanted more time for review and discussion.*

*Board Members Valladolid, Roesch, and Salcido indicated that they had the opportunity to review the response and suggested the Board take the opportunity to discuss the response. Dr. Chopra clarified that the response was being presented for discussion.*

*The Board recessed at 7:03 p.m. to get copies of the Grand Jury Report. The Board reconvened at 7:14 p.m. The Board continued its discussion of the response to the Grand Jury Report. Board President Agosto stated that the response did not address the findings. After further discussion, Board Member Dominguez made a motion to table the item, seconded by Board President Agosto. The motion failed 2-3. The Board returned to the first motion to approve. The vote carried 3-2.*

	ITEM
Adjournment	11. ADJOURNMENT (Agosto)
	<div>Raj K. Chopra, Ph.D. Governing Board Secretary</div> <div>David J. Agosto Governing Board President</div>

# PAYMENT OF BILLS



SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
PAYMENT OF BILLS

PERIOD: June 1-30, 2008

FUND		WARRANT OR BANK CHECK NUMBERS		SUB-TOTAL AMOUNT	TOTAL
GENERAL	PAYROLL	535484	536303		
		537191	537210		
		537585	537656	\$ 1,906,300.16	
		537102	537106		
		537562	537562		
		548449	548491	\$ 2,448,389.05	
	Sub-Total			\$ 4,354,689.21	
GENERAL FUND	COMMERCIAL				
(Fund 01)		192548	192590	\$ 103,396.24	
		192598	192647	\$ 60,007.02	
		192650	192685	\$ 20,647.78	
		192688	192741	\$ 30,360.52	
		192746	192749	\$ 7,988.64	
		192760	192803	\$ 71,356.31	
		192813	192890	\$ 5,816.54	
		192891	192929	\$ 35,871.78	
		192931	192972	\$ 145,578.24	
		193009	193054	\$ 55,440.49	
		193057	193068	\$ 2,167.00	
		193069	193147	\$ 32,805.51	
		193148	193202	\$ 118,482.04	
		193215	193267	\$ 57,759.97	
		193273	194192	\$ 91,002.04	
		194193	194264	\$ 122,243.86	
		194269	194310	\$ 254,619.13	
	Sub-Total			\$ 1,215,543.11	
CAPITAL OUTLAY					
(Fund 05)		192594	192597	\$ 1,182.09	
		192744	192745	\$ 40,793.14	
		192751	192759	\$ 47,495.50	
		192806	192812	\$ 18,860.87	
		192930	192930	\$ 2,816.98	
		192977	193004	\$ 25,625.14	
		193007	193008	\$ 14,420.41	
		193211	193214	\$ 674.05	
		193270	193272	\$ 36,484.79	
		194267	194268	\$ 40,773.69	
	Sub-Total			\$ 2,516,042.95	

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
PAYMENT OF BILLS

FUND	WARRANT OR BANK CHECK NUMBERS		SUB-TOTAL AMOUNT	TOTAL
<b>PROP. AA</b>				
(Fund 10)				
	192591	192593	\$ 215,590.39	
	192648	192649	\$ 23,007.30	
	192686	192687	\$ 193,968.00	
	192742	192743	\$ 16,660.00	
	192750	192750	\$ 755.00	
	192804	192805	\$ 8,388.05	
	192973	192976	\$ 87,668.05	
	193005	193006	\$ 921.19	
	193055	193056	\$ 9,990.75	
	193203	193210	\$ 277,748.15	
	193268	193269	\$ 19,901.87	
	194265	194266	\$ 709.88	
Sub-Total			\$ 855,308.63	
<b>BOOKSTORE</b>	46620	46752	\$ 333,968.86	
Sub-Total			\$ 333,968.86	
<b>FOOD SERVICES</b>	11764	11802	\$ 55,361.94	
Sub-Total			\$ 55,361.94	
<b><u>TOTAL DISBURSEMENT BY WARRANT/CHECK FOR THE PERIOD:</u></b>				<b><u>\$ 9,330,914.70</u></b>