MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

APPROVED BY: Denise Whittaker
              Interim Superintendent/President

SUBMITTED BY: Michael Kerns
               Vice President for Human Resources

SUBJECT: Ratification of California School Employees' Association
         (C.S.E.A.) Bargaining Agreement

RECOMMENDATION

Recommend ratification of the C.S.E.A. Bargaining Agreement effective July 1, 2008 through June 30, 2011.

OVERVIEW

The District and C.S.E.A. bargaining teams have negotiated an agreement to conclude negotiations of openers to the C.S.E.A. contract which expired on June 30, 2008. The membership of C.S.E.A. has ratified the agreement. Deletions of old language are designated by strikeout; new language is designated by underline.

MK:mc
C.S.E.A CONTRACT

January 1, 2006

July 1, 2008

to

June 30, 2008 2011

Southwestern Community College District
California School Employees’ Association
Chapter 524

Adopted by the Governing Board of Southwestern Community College District

(Date)
# C.S.E.A. CONTRACT
January 1, 2006—June 30, 2008

July 1, 2008 – June 30, 2011

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I: AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE II: RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>Acknowledgement</td>
<td>2</td>
</tr>
<tr>
<td>E.E.R.C. Representation</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE III: ORGANIZATIONAL SECURITY</td>
<td>3</td>
</tr>
<tr>
<td>Dues Deduction</td>
<td>3</td>
</tr>
<tr>
<td>Agency Fee/Service Fee Plan</td>
<td>3</td>
</tr>
<tr>
<td>General Provisions</td>
<td>4</td>
</tr>
<tr>
<td>Hold Harmless Clause</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE IV: EVALUATIONS</td>
<td>5</td>
</tr>
<tr>
<td>Definition</td>
<td>5</td>
</tr>
<tr>
<td>Evaluation</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE V: C.S.E.A. RIGHTS AND DISTRICT RIGHTS</td>
<td>6</td>
</tr>
<tr>
<td>Distribution of Contract</td>
<td>7</td>
</tr>
<tr>
<td>District Rights</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE VI: HOURS OF EMPLOYMENT</td>
<td>9</td>
</tr>
<tr>
<td>Workweek</td>
<td>9</td>
</tr>
<tr>
<td>Temporary Change of Work Schedule</td>
<td>9</td>
</tr>
<tr>
<td>Permanent Change of Work Schedule</td>
<td>9</td>
</tr>
<tr>
<td>Adjustment of Assigned Time</td>
<td>10</td>
</tr>
<tr>
<td>Increase in Hours</td>
<td>10</td>
</tr>
<tr>
<td>Lunch Periods</td>
<td>10</td>
</tr>
<tr>
<td>Rest Periods</td>
<td>10</td>
</tr>
<tr>
<td>Overtime</td>
<td>10</td>
</tr>
<tr>
<td>Split-Shift Differential Compensation</td>
<td>11</td>
</tr>
<tr>
<td>Shift Differential – Compensation</td>
<td>11</td>
</tr>
<tr>
<td>Compensatory Time Off</td>
<td>11</td>
</tr>
<tr>
<td>Overtime – Distribution</td>
<td>12</td>
</tr>
<tr>
<td>Minimum Call-In Time</td>
<td>12</td>
</tr>
<tr>
<td>Right of Refusal</td>
<td>12</td>
</tr>
<tr>
<td>On-Call Time</td>
<td>12</td>
</tr>
<tr>
<td>Call-Back Time</td>
<td>12</td>
</tr>
<tr>
<td>Inconsistent Duties</td>
<td>12</td>
</tr>
<tr>
<td>Assignment of Duties</td>
<td>12</td>
</tr>
<tr>
<td>Rotated Work Assignments</td>
<td>12</td>
</tr>
<tr>
<td>Hours of Employment</td>
<td>13</td>
</tr>
<tr>
<td>Four-Day Workweek</td>
<td>13</td>
</tr>
<tr>
<td>Workweek</td>
<td>13</td>
</tr>
<tr>
<td>Overtime</td>
<td>14</td>
</tr>
<tr>
<td>Rest Periods</td>
<td>14</td>
</tr>
<tr>
<td>Hours of Employment</td>
<td>14</td>
</tr>
<tr>
<td>Holidays</td>
<td>14</td>
</tr>
</tbody>
</table>
ARTICLE VII: PAY AND ALLOWANCES ......................................................... 15
Salaries ........................................................................................................... 15
   Additional Compensation ............................................................................ 15
Frequency - Once Monthly ........................................................................... 16
Payroll Adjustment ....................................................................................... 16
Mileage ........................................................................................................... 16
Meals .............................................................................................................. 16
Lodging .......................................................................................................... 16
Reimbursement .............................................................................................. 16
Promotion ...................................................................................................... 16
Posting of Notice .......................................................................................... 16
Notice Contents .............................................................................................. 16
Filing ................................................................................................................. 17
First Consideration ......................................................................................... 17
Promotional Order .......................................................................................... 17

ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS ..................... 19
Non-Owned Automobile Insurance .............................................................. 19
Physical Examinations ................................................................................... 19
Property Damage ............................................................................................ 19

ARTICLE IX: HEALTH AND WELFARE BENEFITS ............................... 20
Service Retirement Medical Coverage ......................................................... 20
Family Leave Coverage .................................................................................. 21

ARTICLE X: HOLIDAYS .............................................................................. 22
Scheduled Holidays ....................................................................................... 22
Additional Holidays ...................................................................................... 22
Holidays on Saturday or Sunday ................................................................. 22
Holiday Eligibility ......................................................................................... 23

ARTICLE XI: VACATION PLAN ................................................................. 24
Eligibility ........................................................................................................... 24
Accumulation ................................................................................................ 24
   Twelve-Month Employees ......................................................................... 24
   Eleven-Month Employees ......................................................................... 24
   Ten-Month Employees ............................................................................. 24
   Nine-Month Employees .......................................................................... 24
Vacation Pay .................................................................................................. 24
Vacation Pay Upon Termination ................................................................. 24
Vacation Postponement ................................................................................. 24
Vacation Carry-Over ..................................................................................... 25
Holidays ......................................................................................................... 25
Vacation Schedule ......................................................................................... 25
Priority Considerations ................................................................................ 25
Special Vacation ........................................................................................... 26
ARTICLE XII: LEAVES
Bereavement Leave ............................................. 27
Jury Duty .......................................................... 27
Military Leave ..................................................... 27
Sick Leave .......................................................... 27
  Leave of Absence for Illness or Injury ...................... 27
  Transfer of Sick Leave ......................................... 28
Industrial Accident and Illness Leave ....................... 29
Entitlement to Supplemental Sick Leave .................... 29
Break in Service .................................................. 29
Personal Necessity Leave ....................................... 30
Personal Business Leave ....................................... 30
Personal Leave ................................................... 31
Pregnancy Leave .................................................. 31
Family Leave ...................................................... 31

ARTICLE XIII: TRANSFERS ........................................ 32
Lateral Transfers .................................................. 32
Medical Transfers .................................................. 32

ARTICLE XIV: CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS ................................. 33
Definition ............................................................ 33
Placement in Class ............................................... 33
Classification and Reclassification Requirement .......... 33
New Positions or Classes of Positions ....................... 34
Incumbent Rights .................................................. 34
Classification/Salary Study ...................................... 33

ARTICLE XV: LAYOFF AND REEMPLOYMENT .................. 35
Reason for Layoff ............................................... 35
Notice of Layoff .................................................. 35
Order of Layoff ................................................... 35
Bumping Rights .................................................... 35
Layoff in Lieu of Bumping ...................................... 35
Equal Seniority ..................................................... 35
Voluntary Demotion or Voluntary Reduction in Hours .... 35

ARTICLE XVI: GRIEVANCE PROCEDURE ......................... 36
General Provisions ................................................. 36
Failure to Meet Time Limits .................................... 36
C.S.E.A. Representation ........................................ 36
No Reprisal ......................................................... 36
Grievance Files .................................................... 37
Grievance Procedure ............................................ 37
Level I ............................................................... 37
Level II ............................................................. 37
Optional Step ...................................................... 37
Level III ............................................................ 37
Level IV – Governing Board .................................... 39

ARTICLE XVII: EDUCATIONAL INCENTIVE PROGRAM ....... 40
Professional Growth ............................................... 41
ARTICLE I: AGREEMENT

1.1 This Agreement is made and entered into this 1st day of January 2006 July 2008 by and between Southwestern Community College District, hereinafter referred to as the District, and California School Employees Association, and its Southwestern College Chapter 524, hereinafter referred to as C.S.E.A.
ARTICLE II: RECOGNITION

2.1 Acknowledgment - The District hereby acknowledges that C.S.E.A. is the exclusive bargaining representative for all Classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The determination of Management, Confidential, or Supervisory employees shall be designated by the District, and C.S.E.A. shall be consulted on the designated positions. Any disputes concerning the District's designation of positions may be challenged by the C.S.E.A. through P.E.R.B.

2.2 F.E.R.C. Representation - The District and C.S.E.A. agree to establish an Employer/Employee Relations Committee. The Committee shall consist of three (3) members appointed by C.S.E.A., and three (3) members appointed by the District. The Employer/Employee Relations Committee shall meet at least once per month unless mutually agreed upon to modify such schedule. The purpose of this Committee is to assist in the resolution of perceived employer/employee problems. The Committee shall not, in any way, amend, modify, or change the present Contract. All agenda items shall be submitted to the designated Secretary three (3) days prior to the scheduled meeting. The agenda shall be distributed to all committee members twenty-four (24) hours prior to the scheduled meeting.
ARTICLE III: ORGANIZATIONAL SECURITY

3.1 Each employee covered by this Agreement, who, on the effective date of this Agreement, is a member of C.S.E.A. and each employee covered by this Agreement who becomes a member after that date shall maintain his/her membership in C.S.E.A. during the term of this Agreement. However, no such obligation shall deprive the employee of the right to terminate his/her membership in C.S.E.A. within a period of sixty (60) calendar days following the expiration of this Agreement. Upon termination of membership in C.S.E.A., the employee shall automatically become a service fee payer.

3.1.1 Dues Deduction

3.1.1.1. The District shall deduct such dues as are authorized by each employee in this Unit who has submitted “Dues Deduction Authorization” forms to the District via the C.S.E.A. office and are members of C.S.E.A. on the date of the execution of this Agreement.

3.1.1.2. The District shall deduct such dues as are authorized by each employee in this Unit and who join C.S.E.A. after the date of execution of this Agreement.

3.1.1.3. The District shall provide for immediate notification to C.S.E.A. if any C.S.E.A. member revokes a membership deduction authorization.

3.2 Agency Fee/Service Fee Plan

The District agrees to comply with the provisions of Agency Shop set forth in Senate Bill 1960.

It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees to join or to decline to join an employee organization of their choice, and the rights of the parties to enter into an “organizational security” agreement.

The District and CSEA agree that any unit member who is a member of CSEA upon the effective date of this Agreement or who becomes a CSEA member or service fee payer during the term of this Agreement shall maintain membership or service fee status for the duration of the Agreement unless exempted in accordance with section 3.2.2.

3.2.1 All bargaining unit members shall be required, as a condition of intended employment, either to join CSEA or to pay the Association a fair share service fee. The amount of the fee shall not exceed the dues that are payable by CSEA members.

3.2.2 If a unit member belongs to a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, said unit member qualifies for a fair share service fee exemption. Bargaining unit members who wish to request such an exemption must mail any documents or other information to support their request to CSEA, P.O. Box 640, San Jose, CA 95106, Attn: Assistant to the Executive Director.

3.2.3 With respect to all sums deducted by the District pursuant to section 3.2.1 above, whether membership dues or service fees, the District agrees to promptly remit such
monies to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to CSEA for deduction of membership dues or service fees.

3.3 General Provisions

3.3.1 C.S.E.A. agrees to furnish to the Vice President for Administrative Affairs a letter certifying the amount of C.S.E.A. dues, service fees and fees for other services as applied to employees. Such letter shall be furnished annually and upon any change in such amounts applied.

3.3.2 It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing any valid and unrevoked payroll deduction authorizations and, to the extent consistent with law, automatic payroll deduction of service fees.

3.4 Hold Harmless Clause

3.4.1 C.S.E.A. shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

3.4.2 C.S.E.A. agrees it shall reimburse the District for any and all legal costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits or any other actions arising from any implementation or compliance with this Article, or District reliance on any list, notice, document, certification or authorization furnished under this Article by C.S.E.A.
ARTICLE IV: EVALUATIONS

4.1 **Definition** - Official evaluation is defined as an evaluation submitted on the District standard "Classified Employee Performance Evaluation" form for evaluating classified employees.

4.2 **Evaluation** - No official evaluation of any employee shall be placed in the main personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based only upon hearsay statements, but shall also be supported by direct observation and knowledge of the evaluator. Any Improvement Needed evaluation shall include specific recommendations for improvement. The specific recommendations for improvement prepared by the immediate supervisor shall be monitored by the District for the purpose of assisting the employee. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Education Code Section 87031.

4.3 Any employee that is placed in Improvement Needed status, whether by regular or special evaluation, shall suffer no more than three (3) consecutive evaluations without the opportunity for review of the process. If the employee requests a review, all documents related to the evaluation shall be forwarded to the area Vice President. The area Vice President shall review the documents, meet with the parties and monitor the process. The area Vice President shall ensure the Needs Improvement process is conducted in compliance with both the provisions of this Agreement and the intent of those provisions. The employee may continue in the Improvement Needed status after the conditions of this section have been met. However, if the employee reports to a Vice President, or any administrator who reports directly to the Superintendent/President, the review will be performed by the Superintendent/President.

4.4 All Classified employees shall be evaluated by their immediate supervisor.

4.5 Progress evaluations for all probationary employees shall be submitted on or about the end of the third, sixth and tenth month from the date of appointment to the position. In promotion situations, the evaluations shall be submitted on or about the end of the third, sixth and eighth months.

4.6 Progress evaluations for all other permanent employees shall be submitted at least once during the fiscal year at a time designated by the District. After five (5) years of service in the current classification, the employee's regular evaluation will be once every three (3) years.

4.7 Special evaluation may be made on either a permanent or probationary employee at other-than-the specified times upon the request of the employee's supervisor or the Administration.

4.8 The Classified Employee Performance Evaluation form shall be reviewed and revised by the Classified Employer/Employee Relations Committee (E.E.R.C.) when and if necessary, as determined by the Classified E.E.R.C. Any proposed revision from the Employer/Employee Relations Committee shall be submitted for consideration to the District and to the Association. If accepted by both parties, a revised evaluation form shall be implemented.
ARTICLE V: C.S.E.A. RIGHTS AND DISTRICT RIGHTS

5.1 C.S.E.A. shall have the following rights in addition to the rights contained in any other portion of this Agreement.

5.1.1 The right of access during non-working hours in areas in which the employees work.

5.1.2 The right to reasonable use without charge of institutional bulletin boards and mail boxes for posting or transmission of information or notices concerning C.S.E.A. matters. All materials posted or mailed shall contain the name(s) of the C.S.E.A. representative authorized to do the posting or mailing. A copy shall be provided to the office of the Vice President for Human Resources on the day of the posting or mailing.

5.1.3 The District shall provide C.S.E.A. with the use of office space, equipped with a desk, chairs, a computer with Internet connection, printer, fax, software WIN 95, MSOffice, a telephone without charge, and photocopies at eight cents ($.08) each.

5.1.4 The right to review employee’s personnel files and any other records dealing with employment, when accompanied by the employee, or on presentation of written authorization signed by the employee.

5.1.5 The Association’s duly authorized campus representatives shall have the right to use college facilities without charge at any time which does not conflict with District-scheduled activities. The Association agrees to schedule facilities through the administrative office responsible for facility allocation. The Association agrees to leave facilities in a reasonably clean and orderly condition incident to each use. The Association agrees to reimburse the District at the established community-use rate for any excess costs generated by the Association’s use of the facility. The District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month (in addition to 5.1.7) to attend a scheduled C.S.E.A. Chapter meeting. Additionally, the District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month to attend meetings of the Classified Senate. Bargaining Unit employees shall submit a written request for released time to their immediate supervisor at least forty-eight (48) hours prior to the meeting. Release of any employee shall be subject to approval by his/her immediate supervisor. The employee shall have the right to appeal the supervisor’s decision through the “Complaint/Open Door Policy.” Chapter meetings shall not be scheduled prior to 3:30 p.m.

5.1.6 C.S.E.A. shall be provided without charge two (2) copies of the Tentative and Adopted Budget as provided to the County Department of Education.
5.1.7 For each fiscal year for which this Agreement is in effect, the District agrees that the C.S.E.A. President and the Classified Senate President shall be released for not more than twelve percent (12%) of their assigned duty time in order to attend meetings related to the performance of their presidential duties. The C.S.E.A. Secretary, the Classified Senate Secretary and the C.S.E.A. Vice President shall be released up to six percent (6%) of their assigned duty time to perform the duties related to their official positions. Additionally, the District shall annually release two (2) C.S.E.A. members from their assigned duties, without loss in pay, to attend the C.S.E.A. State Conference. Those employees being released from their normal duty assignment shall provide the immediate supervisor with a minimum of one (1) week prior notice. The release from duty shall not interfere with the efficient operation of the District and not more than one (1) employee from a Vice Presidential area shall request released time under this provision. This released time shall not be used for renegotiating this Contract. Employees using released time pursuant to this section shall report their released time to their Supervisor each month on a "Released Time Report" form.

5.1.8 Any field staff of C.S.E.A. who wishes to enter the college campus during hours in which students are present shall notify the office of the Vice President for Human Resources of his/her identity.

5.2 Distribution of Contract - Within thirty (30) days after the execution of this Contract, the District shall print or duplicate and provide, without charge, a copy of this Agreement to every employee in the Bargaining Unit. Any employee who becomes a member of the Bargaining Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District, without charge, at the time of employment. Each employee in the Bargaining Unit shall be provided by the District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.3 District Rights

5.3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to these duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work consistent with State statutes; and take action on any matter in the event of an emergency as defined in 5.3.3 below. In addition, the District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate and discipline employees.
5.3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

5.3.3 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel and property, such as fire, flood, and other acts of God. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provision of Article XVI: Grievance Procedure.
ARTICLE VI: HOURS OF EMPLOYMENT

6.1 Workweek - The regular workweek shall not exceed forty (40) hours for five (5) consecutive days. The traditional workweek shall be Monday through Friday. The non-traditional workweek shall be five (5) consecutive days starting any day other than a Monday. A change of assignment from a traditional workweek shall be based upon the efficient operation of the District and in accordance with the Agreement.

6.1.1 Change of work schedule is defined as the shift of a Unit member's assigned starting and ending times of employment of more than one (1) hour. Increasing or decreasing the number of hours worked does not constitute a change of work schedule.

6.1.2 Temporary Change of Work Schedule - The District may temporarily assign a Bargaining Unit member to a work schedule not routinely worked by such employee.

Such assignments shall not exceed a period of twenty-five (25) working days in any work year. An employee of the Bargaining Unit shall not be required to accept such assignment unless notified in writing ten (10) working days prior to the effective date of the work schedule change. This notification requirement may be waived by mutual consent of employee and supervisor. The employee's immediate supervisor will consult with the employee regarding any problems affecting the implementation of this temporary assignment. An employee who is dissatisfied with his or her change in work schedule may submit the issue to the Employer/Employee Relations Committee (E.E.R.C.).

6.1.3 Permanent Change of Work Schedule - The District may permanently change a Bargaining Unit employee's work schedule. An employee of the Bargaining Unit shall receive fifteen (15) working days notice prior to the effective date of a change in the employee's work schedule.

An employee of the Bargaining Unit shall be temporarily exempt from such change if said employee is enrolled in a course in an institution of higher education, and the course hours conflict with the proposed hours of employment. The employee may be immediately assigned to the new work schedule upon completion of or withdrawal from the course in which he/she is enrolled at the time of the notification of the change in hours.

An employee who claims a bonafide hardship shall not be required to accept such change until the circumstances have been reviewed by the Classified Employer/Employee Relations Committee (E.E.R.C.), and a decision has been made. It requires the affirmative vote of four (4) members of the Committee to provide the employee a temporary exemption from a permanent change in hours. The Committee shall continue to monitor all exemptions and shall withdraw the exemptions at any time that the Committee, by majority vote, agrees that the circumstances have changed, or that the employee has not made a reasonable effort to become available for a change in hours. It shall be deemed that an employee has not made a reasonable effort to become available for a change in hours if the exemption has been in effect for a period of fifteen (15) working days from the date of the proposed change in hours. In such a case, the District may immediately require the employee to work the newly-assigned hours. No further appeal can be made by the employee.
6.2 **Adjustment of Assigned Time** - Any employee in the Bargaining Unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 88036.

6.3 **Increase in Hours** - When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to an employee based upon job classification, job knowledge, performance, location and the greatest Bargaining Unit seniority. Other factors being equal, the employee with the greatest Bargaining Unit seniority shall be offered the additional hours. If that employee declines the assignment, it shall be offered to the remaining qualified employees in the class in descending order of Bargaining Unit seniority until the assignment is made.

6.4 **Lunch Periods** - All employees who work in excess of four (4) hours per day shall be entitled to an uninterrupted lunch period without pay. The District and the Association agree that the lunch period for Bargaining Unit members shall be forty-five (45) minutes. However, upon the mutual agreement of the Unit member and his/her immediate supervisor, the lunch period may be shortened to thirty (30) minutes or lengthened to sixty (60) minutes. Those Unit members with a thirty (30) minute lunch period will report to work fifteen (15) minutes later than their assigned starting times. Those Unit members with a sixty (60) minute lunch period will report to work fifteen (15) minutes earlier than their assigned starting times. The lunch period for full-time employees shall normally commence within one (1) hour of the midpoint of each work shift. An employee directed by his/her supervisor to work during his/her lunch period, and who is not provided an alternate lunch period, shall receive pay at the rate of time and one-half (1 1/2) for all time worked during the normal lunch period.

6.5 **Rest Periods**

6.5.1 All Bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. "Major fraction thereof" shall be defined as two (2) hours or more. Any disputes arising from the misinterpretation or misapplication of this section may be appealed to the Employer/Employee Relations Committee (E.E.R.C.).

6.5.2 Rest periods shall not be used to reduce the length of the workday.

6.5.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.

6.6 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay of the employee for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such work is performed at the assigned work site or whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. All overtime records shall be maintained in the Payroll Services Office. No overtime records shall be maintained separately or apart from those records, other than copies of the overtime request form and the hourly payroll timesheet, which may be maintained within the department. All overtime shall be recorded on the standard overtime forms provided by the District. The employee shall receive a copy of the overtime request form upon completion of processing.
6.6.1 Overtime hours may be paid or taken as compensatory time off; this determination will be made via mutual agreement between employee and supervisor. If mutual agreement cannot be reached, employee will be compensated with pay. Except in cases of emergency, the determination of the type of compensation shall be made prior to the commencement of overtime work.

6.6.2 Any employee having an average workday of four (4) hours or more during the workweek shall be compensated one-and-one-half (1½) times his/her regular rate of pay for any work performed on the sixth (6th) or seventh (7th) day.

6.6.3 Any employee having an average workday of less than four (4) hours during a workweek shall be compensated one-and-one-half (1½) times his/her regular rate of pay for any work performed on the seventh (7th) day.

6.6.4 No employee shall be permitted to work beyond eight (8) hours a day on the sixth (6th) or seventh (7th) day of the employee's workweek.

6.6.5 All hours worked on holidays designated by this Agreement shall be compensated at one-and-one-half (1½) times the regular rate of pay in addition to the regular rate of pay. Special employees hired only to work on holidays and Saturdays and Sundays shall receive the hourly rate assigned to the position and shall not receive the holiday benefits set forth in this Agreement.

6.6.6 When a supervisor requires an employee to take work home, the supervisor and the employee shall, by prior agreement, determine the number of overtime hours to be granted to the employee.

6.7 **Split-Shift Differential Compensation** - All employees in the Bargaining Unit whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds one (1) hour, excluding lunch periods, shall be paid a shift differential premium of two-and-one-half percent (2½%) above the regular rate of pay for all hours worked.

6.8 **Shift Differential - Compensation**

6.8.1 All Bargaining Unit employees whose normal assignment requires them to work until 7:00 p.m. or later for at least sixty percent (60%) of the fiscal year shall be entitled to an additional two-and-one-half percent (2½%) annually.

6.8.2 All Bargaining Unit employees whose normal assignment requires them to work after 10:45 p.m. for at least sixty percent (60%) of the fiscal year shall be entitled to an additional five percent (5%) annually beyond the normal scheduled salary.

6.9 **Compensatory Time Off** - Compensatory time shall be taken at a time mutually acceptable to the employee in the Bargaining Unit and the District within eleven (11) months of the date on which it was earned. If the compensatory time has not been taken within eleven (11) months of the date on which it was earned, the District shall designate when such compensatory time shall be taken. All compensatory time shall be taken no later than one (1) year from the date it was earned.
6.10 **Overtime - Distribution** - Overtime shall be distributed and rotated according to seniority among the employees in the Bargaining Unit within each department, work location, classification and consistent with the employee's job knowledge and responsibilities. If the qualified employee with the greatest Bargaining Unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the Bargaining Unit in descending order of seniority until the assignment is made. Any dispute arising from this section may be appealed to the Employer/Employee Relations Committee (E.E.R.C.).

6.11 **Minimum Call-In Time** - Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

6.12 **Right of Refusal** - No employee shall refuse to work overtime, call-back, or call-in time. Any disputes arising from the misinterpretation or misapplication of this section may be appealed to the Employer/Employee Relations Committee (E.E.R.C.).

6.13 **On-Call Time** - All on-call time shall be compensated at a rate of two (2) hours per eight (8) hour shift at the standard overtime rate of pay. Except in the case of emergency, employee shall receive 48 hours notice of the need to be on call. Any disputes arising out of this section may be appealed to the EERC.

6.14 **Call-Back Time** - Any employee called back to work after completion of an eight (8) hour assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to do the work.

6.15 **Inconsistent Duties** - Employees in the Unit shall not be required by the District to perform duties which are not reasonably relate to those fixed and prescribed for the position by the District unless the duties reasonably relate to those fixed for the position by the District in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period. Any employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of no more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification and in such an amount as will reasonably reflect the duties required to be performed outside his/her normal assigned duties without prior consultation with the employee and the written approval of the appropriate vice president.

The District shall consult with the Unit regarding any assignments which exceed a sixty (60) calendar-day period.

6.15.1 College Police Officers who serve as Field Training Officers (FTO) will receive additional compensation at a rate of five percent (5%) of regular daily salary for each day of FTO service.

6.16 **Assignment of Duties** - Assignment of duties for which differential compensation is designated other than a temporary assignment of less than twenty (20) working days shall be made on the basis of seniority among those employees within the appropriate classification who request such an assignment.

6.17 **Rotated Work Assignments** - When the District hires new employees within a classification in the same department, an employee with the greatest amount of hours in a paid status not working a traditional workweek on day hours shall be rotated to the traditional workweek unless refused by the employee.
6.18 **Hours of Employment** - Upon initial employment and each change in classification, each affected employee in the Bargaining Unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's work site, regularly assigned work shifts, the hours per day, days per week, and months per year.

6.19 The probationary period for any twelve (12) month employee in the Bargaining Unit shall be twelve (12) months. The probationary period for all other employees (nine (9) months, ten (10) months and eleven (11) months) shall be equivalent to the duration of their contract. In the case of a promotion, the probationary period will be nine (9) months.

6.20 All actions required to be taken by the District to implement the Fair Labor Standards Act (F.L.S.A.) shall not establish a past practice of the District should it be determined in the future that the F.L.S.A. does not apply to the Southwestern Community College District.

6.21 When the District maintains academic sessions at times other than during the regular academic year, it shall offer such assignments first to regular 9, 10, or 11-month employees in the Bargaining Unit members of the District. When it is necessary to assign Bargaining Unit members not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made based upon which classification of service is required and seniority within the classification. No Bargaining Unit member whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year to the beginning of the next academic year shall be required to perform services during such period. A Bargaining Unit member shall, for services performed as herein provided, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

6.22 **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 for Bargaining Unit employees. The dates shall be established by the District after consultation with C.S.E.A. The dates may be of different duration for different groups of employees. The District reserves the right to determine the groups of employees for whom the four-day workweek shall apply.

6.22.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday; the non-traditional workweek shall be four (4) consecutive days starting any day other than a Monday. The District reserves the right to determine the four (4) consecutive workdays of any employee affected. The ten (10) hour workday shall be scheduled as follows:

6.22.1.1 The employee shall work the hours included in the regularly assigned eight (8) hour workday. The remaining two (2) hours shall be scheduled by the supervisor after consulting with the staff in an attempt to resolve individual scheduling problems. The employee may also choose to substitute vacation time or time off without pay for the hours in excess of eight (8) hours with supervisor's prior approval.

6.22.1.2 The option(s) provided herein shall be elected in writing by the employee and shall be submitted to the immediate supervisor prior to the close of the Spring Semester. Such options shall be elected by the employee for the entire period.
6.22.1.3 Nothing herein shall prevent the employee and the immediate supervisor from revising the elected option(s) provided that the revision is mutually acceptable to both the employee and the immediate supervisor.

6.22.2 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one-and-one-half (1½) times the employee’s regular rate of pay for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.22.3 **Rest Periods** - For each ten (10) hour work shift, a Unit member shall be entitled to two (2) twenty (20) minute paid rest periods.

6.22.4 **Hours of Employment** - The workday for a ten (10) hour work shift shall be 7:00 a.m. to 5:45 p.m., unless otherwise approved by the employee’s immediate supervisor and the cognizant Vice President.

6.22.5 **Holidays** - Each Unit member shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Agreement while the District is operating on a four-day, ten-hour workweek.

6.22.6 **Lunch Hour** - The lunch period shall extend for a forty-five (45) minute period of time, unless otherwise approved by the employee’s immediate supervisor in accordance with the current Agreement between the District and C.S.E.A.
ARTICLE VII: PAY AND ALLOWANCES

7.1 Salaries

7.1.1 Effective January 1, 2007, the current Bargaining Unit Salary Schedule shall be increased by seven percent (7%). (Salary Schedule attached hereto as Appendix B).

Effective July 1, 2010, should the District receive a cost of living adjustment (COLA) applied to the general fund revenue limit income as determined by the State Annual Budget Act, the District and CSEA shall enter into negotiations.

7.1.2 Effective July 1, 2007, the Bargaining Unit Salary Schedule shall be increased by the approved and funded Cost of Living Adjustment (COLA) applied to the general fund revenue limit income as determined by the State Annual Budget Act for fiscal year 2007-08.

7.1.2 Effective July 1, 1995, all employees who have been employed for fifteen (15) years or longer shall receive a longevity increment of two-and-one-half percent (2 1/2%) above their salary. The salary increment will be effective the first of the month following completion of the 15th year of service.

7.1.3 Additional Compensation - Bargaining Unit employees who are employed in a position that the District has designated that specialized linguistic skills are required as a condition of employment shall receive additional compensation of twenty-five dollars ($25.00) per month for each month of service in that position. This shall apply to the incumbent of all positions for which the District designated that these skills are required. The District shall reserve the right to determine those positions for which specialized linguistic skills are required. No employee shall be required to perform specialized linguistic skills except those who occupy designated positions which require specialized linguistic skills.

7.1.3.1 Compensation for inconsistent duties shall be calculated at the nearest salary range step which reflects a minimum increase of five percent (5%) in the employee's present salary for the entire period the employee is performing inconsistent duties.

7.1.4 If any other represented Bargaining Unit receives a greater percentage compensation increase or greater dollar health and welfare benefit increase, the C.S.E.A. Bargaining Unit will receive the same increase. This clause will cease at the end of the contract, June 30, 2008, contingent upon agreement and implementation of a salary formula at the common table.

7.1.5 Compensation for those employees who are reclassified pursuant to the District's reclassification and classification process shall be calculated at the nearest salary range step which reflects a minimum increase of five percent (5%) in the employee's present salary.

7.2 Frequency - Once Monthly - All employees in the Bargaining Unit shall be paid once per month in accordance with a schedule established by the County Department of Education.
7.3 **Payroll Adjustment** - All payroll errors and/or lost checks of an employee in the Bargaining Unit shall be corrected and a supplemental check issued not later than ten (10) working days after the employee has provided appropriate signed forms to the Payroll Services Office.

There is a three (3)-year statute of limitation for the collection or restitution for payroll errors which result in the overpayment or underpayment of an employee.

7.4 **Mileage** - An employee in the Bargaining Unit with written authorization to use his/her vehicle on District business shall be reimbursed at the currently-approved I.R.S. rate.

7.5 **Meals** - Any employee in the Bargaining Unit who, as a result of a work assignment, must have meals away from the District, shall be reimbursed at a rate established by the District of which in no case shall exceed the maximum amount as follows: partial day allowance (six hours) $20.00; full day allowance (twelve hours) $45.00.

7.6 **Lodging** - An employee in the Bargaining Unit who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the full cost of such lodging.

7.7 **Reimbursement** - Employees entitled to reimbursement for miles, meals and lodging shall have the approved amount payable in a separate warrant drawn against the District funds within twenty (20) working days from the approval by the Governing Board or of submission of the claims by the employee, whichever comes first.

7.8 **Promotion** - Any employee in the Bargaining Unit receiving a promotion into another Bargaining Unit position under the provisions of this Agreement shall be moved to the adopted range for the new position and a step at the nearest salary range step which shall reflect a minimum of a three percent (3%) five percent (5%) increase in his/her the employee’s present salary. No employee shall exceed his/her present step when promoted.

7.9 **Posting of Notice**

7.9.1 Notice Posting of all Bargaining Unit vacancies open positions shall be sent/listed in the weekly Staff Bulletin; listed on the Human Resources website; detailed job announcements may be obtained from the Human Resources Office.

7.9.2 A job vacancy notice shall remain open for a period of five (5) full working days, during which time employees may file for the vacancy.

7.10 **Notice Contents** - The job vacancy notice shall include: the job title; the assigned job site; the number of hours per week and months per year assigned to the position; the salary range; and, the deadline for filing to fill the vacancy.

7.11 In accordance with provisions of Education Code 88003, the District has the right to employ substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a college year. These employees shall not be part of the Classified service.

"Substitute employee" means any person employed to replace any Classified employee who is temporarily absent from duty. In addition, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in that Classified position, the Governing Board may fill the vacancy through the employment for not more than sixty (60) calendar days of one or more substitute employees. In the event that a vacancy is not filled within sixty (60) calendar days, the District and the Association may agree to continue to fill the vacancy with one (1) or more
substitute employees without the substitute employee(s) becoming part of the Classified service. The District may request an extension of the sixty-day (60) limit to one hundred twenty (120) days on a case-by-case basis.

"Short-term employee" means any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

"Seventy-five percent (75%) of a college year" means one-hundred ninety five (195) working days, including holidays, sick leave, vacation and other leaves of absences irrespective of the number of hours worked per day.

Employment of either full-time or part-time students in any college work study or in a work experience education program shall not result in the displacement of Classified personnel. Additionally, no contracting out of work performed by Bargaining Unit employees shall result in the layoff of existing Classified personnel.

The District and C.S.E.A. shall review the number of substitute and short-term employees by June 30 of each college year.

7.12 **Filing** - An employee in the Bargaining Unit may file for the vacancy by notifying the Human Resources Office within the filing period.

7.13 **First Consideration** - Qualified employees in the Bargaining Unit shall be given first consideration in filling any job vacancy within the Bargaining Unit which can be considered a promotion or lateral transfer. A copy of this section shall be provided to each hiring committee member prior to screening. The District may hire outside the Bargaining Unit if it is determined by the District that the best qualified applicant is outside the Bargaining Unit.

In the screening/interview process, priority and careful deliberation will be used in the screening of Bargaining Unit applicants for positions which can be considered a promotion within the Bargaining Unit. The basis for this preferential consideration is to give special attention to the Bargaining Unit member's ability and qualifications. (Additionally, contributions made by the Bargaining Unit member in prior or current positions, training and experience, department needs and District needs will be considered.)

7.13 **Promotional Order** - If it is determined that the best qualified applicant or applicants are within the Bargaining Unit and the employees are equally qualified, the employee with the greatest Bargaining Unit seniority shall be the one promoted. In the event that two (2) or more equally qualified employees have identical seniority, the employee to be promoted shall be selected by lot.

7.14 The District shall not act in an arbitrary and capricious manner in filling Bargaining Unit positions that are considered to be a promotion.

7.15 The District and the Association agree that when a Bargaining Unit position is vacant and the District wishes to change the hours, months of service or classification of the vacant position, it shall first consult with the Association. If, through the consultation process, the District and the Association fail to agree upon the proposed changes, the following procedure shall be implemented:

7.15.1 A proposed change shall be submitted to a bilateral committee composed of three (3) members appointed by the District and three (3) members appointed by the Association.
7.15.2 The committee's chairmanship shall be rotated between C.S.E.A. and District members on an alternating schedule.

7.15.3 The committee shall be empowered to review the proposed change, and by a majority vote of the entire membership of the committee, shall reach a decision regarding any implementation.

7.15.4 The committee shall be required to render its decision within fifteen (15) calendar days from date of the first consultation meeting between the District and the Association. There must be contained within the fifteen (15) day period a minimum of five (5) scheduled working days.

7.15.5 The District shall have the responsibility for convening the committee. The agenda, limited to one (1) item, shall be prepared by C.S.E.A. The meeting shall be held on the College campus during regular working hours, or at a time agreed to by all committee members.

7.15.6 The decision of the committee shall be binding upon both parties and not grievable under the grievance provisions of this Agreement.

7.15.7 If the committee fails to reach a majority opinion, the District and Association agree to alternately have the right to break the tie regarding the subject under consideration. The Association shall have the first right to exercise the option.

7.15.8 This provision does not restrict the District's right to eliminate existing positions or create new positions, nor the Association's right to negotiate the effects of such actions.
ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS

8.1 **Non-Owned Automobile Insurance** - The District agrees to provide the secondary personal injury property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business. The employees shall have the right of refusal unless otherwise specified in writing at the time of employment.

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

8.3 **Property Damage** - The District shall reimburse an employee up to one-hundred dollars ($100.00) for each incident which exceeds ten dollars ($10.00) for any stolen, damaged or destroyed personal property of the employee while on duty, on District property, or on a District-approved activity provided there was no negligence by the employee. Property damage claims for items that have been previously reimbursed shall be referred to the EERC for approval.

8.3.1 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.

8.3.2 Vehicle damage shall be covered if the following conditions are met: (1) the employee was authorized to use his/her vehicle in a District-approved activity, (2) there was no negligence by the employee.

8.3.3 In the event an employee is reimbursed pursuant to this section, the District shall have the right of recovery to the extent of such payment from the party committing the theft or damage to property.

8.3.4 An employee filing a claim pursuant to this section shall file said claim on the District-prepared claim form no later than three (3) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property. A police report of the incident may be required prior to consideration by the District.

8.4 Employees in the classifications of Lead Campus Police Officer and Campus Police Officer may be required by the District to wear District-provided uniforms while on duty. If the employee is required to wear a uniform, the District shall provide the employee with five (5) shirts, five (5) pairs of trousers, an appropriate jacket, and cap (optional). The District shall be responsible for the dry cleaning of one uniform per officer per day. The District will contract with a local dry cleaning vendor designated by the District. Police Officers shall be responsible for dropping off and picking up their uniforms. The District shall replace uniforms as needed, at no cost to the employee.
ARTICLE IX: HEALTH AND WELFARE BENEFITS

9.1 Effective January 1, 2002, the District shall contribute annually the amount of five thousand two hundred dollars ($5,200) to the health and welfare benefits for each full-time Bargaining Unit member. Any Bargaining Unit member hired or terminated during the year shall have his/her health and welfare benefits prorated in accordance with the months of service provided to that position. The District will contribute up to $800,000 to the employee health and welfare plan.

9.2 Part-time Bargaining Unit employees shall be entitled to a prorated share of the health and welfare benefits. The proration shall be based upon the relationship between the time worked and full-time assignment. Employee must meet the individual insurance carrier’s eligibility requirements.

9.3 The Health & Welfare Benefits Committee, which includes CSEA appointees, shall make recommendations for changes to the health and welfare plan and/or vendors to the common table for bargaining.

9.4 Health and welfare benefits shall be selected from the form attached to this Agreement (Appendix B).

9.5 Service Retirement Medical Coverage - The District shall continue to provide medical insurance coverage for all full-time Bargaining Unit employees who retire prior to the age of sixty-five (65), until they are eligible for Medicare, and who meet the following requirements:

9.5.1 Effective January 1, 1999, the minimum years of satisfactory service shall be fifteen (15) years and the Bargaining Unit employee shall have reached the age of fifty (50) in the year of application.

9.5.2 Prior to the time of retirement, the Bargaining Unit employee shall request in writing to the Vice President for Human Resources for a continuation of medical coverage. For all qualifying employees retiring prior to age 65 (and provided until retiree becomes eligible for Medicare), The employee must be enrolled in a District health provider program at time of retirement for the minimum period of one (1) year. The Human Resources Office shall verify that the requirements have been met and notify the Superintendent/ President of the employee’s eligibility.

9.5.3 Medical support shall be for the retiring employee only, and shall not exceed the District maximum health and welfare benefits support program. The retiree and his/her eligible dependents may elect to participate in the District’s dental plan at the employee’s own expense. Employees may participate in the plan until the employee becomes eligible for Medicare. Subject to carrier contract specifications and limitations, the retiree and his/her eligible dependant(s) may participate in applicable portions of the District’s Health and Welfare Benefits Plan at the employee’s own expense.

9.5.4 If a Bargaining Unit member qualifying under 9.5.1. and 9.5.2. moves out of the service area of District health providers, the retired Unit member shall be reimbursed, until age 65 the retiree qualifies for Medicare or its successor, up to the current average District cost for active members, limited to verified medical coverage costs paid by the member.
9.5.5 The District shall provide for each full-time Bargaining Unit member beginning at the time of Medicare eligibility who qualifies for the continuation of medical insurance coverage under subsection 9.4 of this Agreement, and who retires during the period of time covered by this Agreement, an amount of five-hundred fifty dollars ($550.00) one thousand dollars ($1,000) a year towards reimbursement of any major medical coverage, including Medicare, for the covered retiree only.

9.5.6 At the Bargaining Unit member's election, the benefits provided under subsection 9.4.5 may be substituted for the benefits provided under subsection 9.4.3 and 9.4.4. (This election is irrevocable. Once the Unit member drops District medical coverage, it may not be reinstated).

9.6 The Health and Welfare Benefits Committee will explore a group income protection plan and the District and C.S.E.A. will discuss as a re-opener in year two of this Agreement.

9.76 Family Leave Coverage - Eligible Bargaining Unit members who receive Family Leave pursuant to Section 12.12 shall receive health and welfare benefits for the duration of the leave in accordance with the Family and Medical Leave Act. In the event the Unit member fails to return from his or her Family Leave at the expiration of the leave, he or she shall reimburse the District for all premiums paid by the District during the leave.

9.87 Effective January 1, 2002, the option afforded employees who are Bargaining Unit members to waive health and welfare benefit coverage and to take as salary the District's level of contribution toward these benefits, shall cease with respect to any employee hired after January 1, 2002. All currently employed Bargaining Unit members 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.
ARTICLE X: HOLIDAYS

10.1 **Scheduled Holidays** - The District agrees to provide all employees in the Bargaining Unit with the following paid holidays:

10.1.1 New Year's Day
10.1.2 Martin Luther King, Jr. Day
10.1.3 Lincoln Day
10.1.4 Washington Day
10.1.5 Friday of the week of Spring Break
10.1.6 Memorial Day
10.1.7 Independence Day
10.1.8 Labor Day
10.1.9 A floating holiday (In lieu of California Admissions Day – September 9) – Employees hired after September 9 shall not receive a floating holiday under this Section for that fiscal year.

10.1.9.1 Twelve (12) month employees shall be granted a floating holiday on a day which is mutually agreeable to the employee and his/her immediate supervisor.

10.1.9.2 Nine, ten and eleven (9, 10, 11) month employees - the date of the floating holiday shall be designated by the District unless modified by mutual agreement between the employee and his/her immediate supervisor.

10.1.10 Veterans Day
10.1.11 Thanksgiving Day, and the following Friday
10.1.12 Christmas Day
10.1.13 Two (2) additional days during the Winter Break to be identified in the college calendar.
10.1.14 Cesar Chavez Day

10.2 **Additional Holidays** - Special holidays as declared by the President and/or Governor shall be granted in accordance with Education Code Section 79020, sub-sections (c) (d), or its successor.

10.3 **Holidays on Saturday or Sunday** - When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
10.4 **Holiday Eligibility** - Except as otherwise provided in this Article, the employee must be in "paid" status on the working day immediately preceding or succeeding the holiday to be paid for the holiday, in accordance with Education Code Section 88203, or its successor.

10.4.1 Employees in the Bargaining Unit who are not normally assigned to duty during the District holidays of New Year's Day, Christmas Day and the two (2) additional holidays during the Winter Break and the Friday of the week of Spring Break shall be paid for those holidays provided they were in a "paid" status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
ARTICLE XI: VACATION PLAN

11.1 **Eligibility** - All employees in the Bargaining Unit shall earn paid vacation time under this Article. Vacation benefits are earned on a monthly basis.

11.2 **Accumulation** - Vacation time shall be accumulated on a monthly basis in accordance with the following schedules:

11.2.1 **Twelve-Month Employees**  
One year through five years - 12 days annually  
Six years through ten years - 16 days annually  
Eleven years through fifteen years - 19 days annually  
Sixteen years and above - 20 days annually

11.2.2 **Eleven-Month Employees**  
One year through five years - 11 days annually  
Six years through ten years - 15 days annually  
Eleven years through fifteen years - 18 days annually  
Sixteen years and above - 19 days annually

11.2.3 **Ten-Month Employees**  
One year through five years - 10 days annually  
Six years through ten years - 14 days annually  
Eleven years through fifteen years - 17 days annually  
Sixteen years and above - 18 days annually

11.2.4 **Nine-Month Employees**  
One year through five years - 9 days annually  
Six years through ten years - 13 days annually  
Eleven years through fifteen years - 16 days annually  
Sixteen years and above - 17 days annually

11.3 **Vacation Pay** - Pay for vacation days for all Bargaining Unit employees shall be the same as that which the employee would have received had he/she been in working status.

11.4 **Vacation Pay Upon Termination** - Upon termination from the District, the employee shall be entitled to compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in the Bargaining Unit shall not be entitled to such compensation.

11.5 **Vacation Postponement**

11.5.1 A Bargaining Unit employee may postpone or interrupt his/her vacation in case of personal illness or injury, and shall be placed on sick leave. The employee may elect to have his/her vacation rescheduled. Any employee requesting a postponement or interruption of his/her vacation shall provide the District with a written statement by a licensed physician after a one (1) day leave of absence.

11.5.2 If, for any reason, a Bargaining Unit employee is not permitted to take all or any part of his/her annual vacation, he/she shall suffer no loss of accumulated days.
11.6 **Vacation Carry-Over** - Vacation records for all Bargaining Unit employees shall be recapped as of September 30 annually. Employees having more than forty (40) days of accumulated vacation as of that date will be required by the Director of Human Resources to review their vacation plans with the administrative supervisor and provide the Director of Human Resources with a plan for reducing the balance to forty (40) days or less of accumulated vacation by June 30th of the following year. Any employee who has accrued more than forty (40) vacation days shall meet with his/her supervisor to develop a mutually agreed-upon vacation plan to reduce his/her vacation balance. Any disputes arising out of this section may be brought to the Employer/Employee Relations Committee (E.E.R.C.).

11.7 **Holidays** - When a holiday as agreed upon in Section 10.1 falls during the scheduled vacation of the Bargaining Unit employee, the holiday shall not be counted as a vacation day.

11.8 **Vacation Schedule**

11.8.1 Bargaining Unit employees who request a planned vacation shall do so by submitting a Vacation Request to the employee’s supervisor for approval a minimum of one (1) week prior to the first day of the requested vacation. The immediate supervisor or designee shall respond to the vacation leave request with attention to time-sensitive issues. Twelve (12) month Bargaining Unit Employees may request vacation after six (6) months of employment. Normally, the maximum amount that will be allowed at any one time is twenty (20) working days.

11.8.2 Vacations for twelve (12) month Bargaining Unit employees shall be scheduled at time requested, so far as possible, within the District’s work requirements.

11.8.3 Regular vacation time for nine (9), ten (10), and eleven (11) month employees shall be determined by the college calendar, or by mutual agreement between the employee and his/her immediate supervisor. Additional vacation days granted for longevity shall be scheduled in accordance with section 11.8.2. All earned vacation for nine (9), ten (10), and eleven (11) month employees shall be taken within the fiscal year in which it was earned.

11.9 **Priority Considerations**

11.9.1 Priority consideration shall be provided to any Bargaining Unit employee who has filed a vacation request six (6) months prior to the desired vacation dates.

11.9.2 When two (2) or more Bargaining Unit employees request the same vacation period and the supervisor has determined that all requested vacations may not be granted, the following procedure shall be implemented:

11.9.2.1 The immediate supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.

11.9.2.2 If the employees cannot resolve the conflict, the immediate supervisor shall grant the vacation to the employee with the most Bargaining Unit seniority.

11.9.3 Once an employee has been granted priority consideration, he/she shall not again be granted priority consideration until all members of the department have exercised their option to be granted priority consideration.
11.10 **Special Vacation** - During the week preceding Easter, special vacation shall be granted to all Bargaining Unit employees in accordance with the following provisions:

11.10.1 The District shall provide all twelve (12) month Bargaining Unit employees with two (2) days of non-accumulative vacation to be used during the Spring Break week.

11.10.1.1 All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of non-accumulative vacation time to be taken at a time mutually agreed upon by the employee and his/her immediate supervisor.

11.10.2 In conjunction with the two (days) of special vacation, each employee shall take two (2) days of his/her accumulated vacation or compensatory time, or shall take time off without pay if he/she has no other accrued paid leave available, during the same week. The type of leave used shall be designated by the employee.

11.10.3 The District reserves the right to require a Bargaining Unit employee to work during this week. If a Bargaining Unit member is required to work, he or she shall be granted the two (2) days of special vacation at a time during the year which is mutually agreed upon between the employee and his or her supervisor.

11.11 The District reserves the right to establish an annual calendar which provides for the closing of the campus during a winter vacation period which includes the holidays of Christmas and New Years. Except in the case of an emergency, the District reserves the right to require a Unit member to work a maximum of three (3) days during the time of the established Winter Break. Prior to assigning a Unit member to work during the Winter Break, the supervisor shall request work volunteers from qualified Bargaining Unit members who possess the requisite skills and job classifications.
ARTICLE XII: LEAVES

12.1 **Bereavement Leave** - Employees shall be granted three (3) days leave with pay in the event of the death of any member of the employee's immediate family. Two (2) additional days shall be added with pay if mileage exceeds four-hundred (400) miles round trip. The immediate family is defined as spouse, parent(s), step parent(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great-grand children, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, registered domestic partner, a person for whom the employee has been designated as legal guardian, or any relative of either spouse living in the immediate household of the employee.

12.2 **Jury Duty** - An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4:00 p.m. or after, and who is required to serve six (6) or more hours on jury duty shall be relieved from work with pay. The employee shall submit a written request for an approved absence prior to the beginning date of the jury duty. As soon as possible or at least one week prior to jury service, the employee shall submit a copy of the summons to the supervisor. Upon completion of jury duty, the employee shall provide the District Human Resources Office with an official verification of the dates and times of jury duty. Employees should report to work unless instructed to report for jury service. The employee shall submit compensation received for time served to Fiscal Services. If time and mileage are included in one check, Fiscal Services will give the employee a check for mileage. Any employee whose regular assigned duty is a non-traditional workweek and is required to perform jury duty during that workweek shall have his/her workweek adjusted so that the employee does not work or serve on jury duty more than five (5) combined days during that workweek. The specific workweek shall be mutually agreed upon by the employee and the supervisor.

12.3 **Military Leave** - An employee shall be entitled to military leave in accordance with the laws of the State of California.

12.4 **Sick Leave**

12.4.1 **Leave of Absence for Illness or Injury** - Sick leave means the absence from duty of a Bargaining Unit employee because of his/her illness, injury, or exposure to a contagious disease. Disability relating to pregnancy while a Bargaining Unit employee is in paid status at the time of the disability shall be considered sick leave.

12.4.2 Each Bargaining Unit employee shall be credited with one (1) day of sick leave per each month of employment prorated for less than full-time or less than twelve (12) month contract service.

Except in cases of extraordinary circumstances, all absences due to illness or injury shall be reported by calling the immediate supervisor each day prior to the employee's scheduled start time, unless medical verification is provided to the Human Resources Office stating the absence period.

After five (5) consecutive days of absence, the District will require illness verification in the form of a licensed physician's statement authorizing the absence from duty.
12.4.3 An employee employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury for which they are entitled.

12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days of the proportionate amount to which he/she is entitled until the first day of the calendar month after completion of six (6) months of active service with the District.

12.4.6 Any Bargaining Unit employee who terminates before the end of the fiscal year and has used unearned sick leave shall have the appropriate amount deducted from his/her paycheck for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the fiscal year, it shall be construed as having been earned on the basis of one (1) day for each month served.

12.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

12.4.8 Any eligible employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the employee is filing a request for retirement. The District shall be held harmless.

12.4.9 **Transfer of Sick Leave** - Any Classified employee of any California school district who has been an employee of that district for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position with the Southwestern Community College District within one (1) year of termination of his former employment, shall have transferred his/her total amount of earned sick leave for illness or injury to which he/she is entitled.

12.5 **Industrial Accident and Illness Leave** - In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State, employees with three (3) years of service with the District shall be entitled to the following benefits:

12.5.1 An employee suffering an injury or illness arising directly out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
12.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

12.5.4 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position.

12.5.5 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 employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

12.5.6 All medical examinations required by the District shall be at no cost to the employee.

12.5.7 All employees shall be provided a Notice of Election to be treated by personal physician form. New employees shall receive this form upon employment, as well as information regarding the District's policies on sexual harassment and discrimination laws.

12.6 **Entitlement to Supplemental Sick Leave**

12.6.1 Any employee shall be eligible for five (5) months (defined as one hundred (100) workdays) of supplemental sick leave after the exhaustion of his/her full-time accumulated sick leave.

12.6.1.1 Benefits provided during the one hundred (100) workdays will be at fifty percent (50%) of regular salary.

12.6.1.2 Even if an employee supplements sick leave with other accrued leave balances, the employee is only eligible for 100 workdays of supplemental sick leave per fiscal year.

12.6.1.3 The one hundred (100) workdays are credited on a fiscal year basis and are not cumulative from year to year.

12.7 **Break in Service**

12.7.1 No absence under any leave in which the employee is in paid status shall be considered as a break in service for the employee. All benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.8 **Personal Necessity Leave** - Seven (7) days of absence earned for sick leave under section 12.4 of this Article may be used by the employee, at his/her election, in cases of personal necessity, on the following:

12.8.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in section 12.1 of this Article.
12.8.2 As a result of an accident involving the employee's personal property or the personal property of his/her immediate family.

12.8.3 The serious illness of a member of the employee's immediate family. Serious illness is defined as an illness of such nature that the immediate presence of the employee is required.

12.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant party or witness, under subpoena or any order made with jurisdiction.

12.8.5 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee.

12.8.6 Before the utilization of personal necessity leave, an employee must obtain prior written approval from the Director of Human Resources, except for cases of 12.8.1 through 12.8.4. Should the circumstances outlined in 12.8.1 through 12.8.4 arise, the employee shall make every effort to comply with section 12.4.2 to enable the District to secure a substitute.

12.8.7 Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for the purposes set forth in 12.8 above.

12.8.8 No immediate supervisor shall coerce, intimidate or discriminate against an employee for utilizing his/her earned paid leave as provided for in this Agreement.

12.9 **Personal Business Leave**

12.9.1 Each employee shall be entitled to one (1) day of paid leave annually for the purpose of conducting personal business. Such leave may be taken at the employee's discretion and with the immediate supervisor's approval. Forty-eight (48) hours prior written notice to his/her immediate supervisor is required.

12.9.2 The District retains the right to limit the number of employees granted personal business leave on any one day to two percent (2%) of the total number of Bargaining Unit employees. If more than two percent (2%) of the employees request personal business leave on the same day, the District, in consultation with the employee and the CSEA Chapter President, shall designate the employees to be granted personal business leave.

12.9.3 Personal business leave shall be taken in increments of no less than two (2) hours.

12.10 **Personal Leave**

12.10.1 Personal leave without pay may be granted to Bargaining Unit employees for a limited-time period not to exceed thirty (30) consecutive days within a twelve (12)-month rolling period and is subject to the approval by of the employee's immediate supervisor administrator, area Vice President, and the Director of Human Resources. Salary deductions are made at the employee's hourly or daily rate of pay. Exceptions are subject to the approval of the Superintendent/President.
12.10.2 A Bargaining Unit employee who is granted personal leave shall be entitled to uninterrupted fringe benefits provided the leave does not exceed thirty (30) calendar days. When personal leave exceeds thirty (30) calendar days, the employee may continue, at the employee's expense, to participate in the health and welfare benefit plan according to federal (COBRA) and state (SB761) regulations and carrier contract specifications one (1) entire pay period.

12.10.3 Any leave in excess of thirty (30) days shall result in interruption of District-paid health and welfare benefits and the adjustment of anniversary date for the purpose of computing vacation and longevity. When personal leave exceeds one (1) entire pay period, health and welfare benefits shall be extended according to federal (COBRA) and state (SB761) regulations and carrier contract specifications.

12.11 **Pregnancy Leave** - Personal leave shall be granted without pay to any female employee who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such leave shall not deprive the employee of sick leave rights for absences due to illness or surgery resulting from pregnancy. Sick leave, however, may not be granted while an employee is on personal leave. The District shall continue to pay health and welfare benefits for the first ninety (90) days for any employee granted pregnancy leave.

12.12 **Family Leave** - Bargaining Unit members who are eligible, pursuant to the Family and Medical Leave Act to receive Family Leave shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by the Family and Medical Leave Act. A Bargaining Unit member granted Family Leave, for his or her own serious health condition, shall use his or her accrued sick leave concurrently with the Family Leave, consistent with the Family and Medical Leave Act and federal and state law. Unit members granted Family Leave, for any other Family Leave purposes, may elect to use vacation leave or personal necessity leave or take unpaid leave, consistent with and, so long as it is permissible by, the Family and Medical Leave Act and federal and state law (Appendix C). C.S.E.A. and the District reserve the right to meet and negotiate over any remaining bargainable issues relating to Family Leave.
ARTICLE XIII: TRANSFERS

13.1 **Lateral Transfers** - When a new position is created or an existing position becomes vacant, the procedures in section 7.9 through 7.13 shall be followed.

**Transfers** - A transfer is movement of a Unit Member to another position within the same classification. A Bargaining Unit member may transfer or be reassigned within his/her classification to any location when it is in the best interest of the District. Unit Member transfers shall be based on the program needs, efficiency or effectiveness of the District. The District shall not transfer or reassign a Unit Member for disciplinary reasons.

A Unit member permanently reassigned shall be given no less than a 15-workday notice of transfer. The immediate administrator shall meet with the Unit Member, explain the reason(s) for such action before the transfer/reassignment is initiated and provide written notification including the rationale for transfer.

Unit Member may appeal the transfer/reassignment by submitting the appeal in writing to the Vice President for Human Resources within five (5) days of the notice. The Vice President for Human Resources shall meet with the Unit Member and render the decision, in writing, to the Unit member prior to the effective date of the transfer. The decision of the Vice President for Human Resources is final and not subject to the grievance process.

Unless otherwise prohibited by law, when a new position is created or an existing position becomes vacant, the District shall consider the transfer requests of qualified Unit Members serving in the same classification. Background, experience and qualifications of the Unit Member in prior or current District positions shall be provided by the Unit Member during the application process and will be considered along with department/district needs.

The District may hire outside the Bargaining Unit if it is determined that the best qualified applicant is outside of the Bargaining Unit. The procedures set forth in 7.9 through 7.12 shall be followed whenever a vacancy occurs.

13.2 **Medical Transfers** - If the employee meets the qualifications stipulated in this sub-section, the District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute demotion or lateral transfer to a related class. The District shall notify C.S.E.A. of such action. The qualifications for such transfer are as follows:

13.2.1 The employee must have three (3) years of consecutive work experience with the District.

13.2.2 The last two (2) regular evaluations of the employee must be satisfactory.

13.2.3 The employee meets the qualifications published in the position description for the vacant position.
ARTICLE XIV: CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

14.1 Definition - Reclassification is defined as the moving of a position to a different class as a result of the change of duties and/or responsibilities being performed by the incumbent in such positions. According to Education Code Section 88001 (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

14.2 Placement in Class - Every Bargaining Unit position shall be placed in a class.

14.3 Classification and Reclassification Requirement - Position classification and reclassification shall be subject to mutual input between the District and C.S.E.A. Either party may propose a reclassification once a year during the life of this Agreement, but only during the months of March through June. The District shall respond to employees' reclassifications within ninety (90)-days of such request.

14.3.1 If, at any time after the established annual reclassification period, the duties and/or responsibilities of a position held by a Bargaining Unit member have been significantly changed, the administrative supervisor of that area may request the previous year's Reclassification Committee to convene to review and recommend an appropriate classification for that position.

14.3.2 The supervisor of a bargaining unit member may request reclassification for a bargaining unit member at any time. A bargaining unit member may also request reclassification at any time but is limited to one request per twenty-four (24) month period. Requests for reclassification shall be submitted via a Reclassification Request form to Human Resources.

14.3.3 The services of a classification consultant shall be obtained to assist with the reclassification process. All reclassification requests shall be forwarded to the consultant. Human Resources will schedule an interview meeting with the employee and the classification consultant within thirty (30) calendar days of receiving the reclassification request. The interview may be conducted by teleconference. The consultant may also seek information from the bargaining unit member's supervisor and technical resources if needed. The consultant shall provide a written response within thirty (30) calendar days after the interview. If applicable, the consultant shall include compensation level and a revised job description with the recommendation.

14.3.4 If the bargaining unit member does not agree with the consultant's recommendation, the bargaining unit member may submit a written request for appeal to the Reclassification Committee within ten (10) work days. The Reclassification Committee consists of the Director of Human Resources (or designee), the C.S.E.A President (or designee) and the classification consultant. A meeting with the employee and the committee shall be scheduled within thirty (30) calendar days of the appeal. The Reclassification Committee shall provide a written response within five (5) days of the appeal meeting. The committee's response to an appeal shall be final and not subject to grievance. (Appendix D).
14.3.4 Requests recommended for reclassification shall be submitted for review by the Superintendent/President. The Superintendent/President shall forward his/her recommendation to the Governing Board for final approval within two Governing Board agenda submission cycles. In the event that the Superintendent/President declines to forward a reclassification to the Governing Board, the employee will be notified in writing by Human Resources within ten (10) workdays.

14.3.5 If the reclassification recommendation is approved by the Governing Board, the bargaining unit member shall be compensated pursuant to 7.1.6. The new rate of pay shall be retroactive to the date Human Resources received the reclassification request.

14.4 New Positions or Classes of Positions - All newly-created positions or classes of positions shall be designated by the District. The District shall discuss with C.S.E.A. whether the designated positions fall within the Bargaining Unit or not. Any disputes over the District's designation of newly-created positions or classes of positions may be challenged by C.S.E.A. through the Public Employment Relations Board.

14.5 Incumbent Rights - When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

14.6 Classification/Salary Study - The District will negotiate the 2003 global classification/salary study implementation.
ARTICLE XV: LAYOFF AND REEMPLOYMENT

15.1 **Reason for Layoff** - Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds.

15.2 **Notice of Layoff** - Bargaining Unit employees shall be given not less than a sixty (60) calendar day notice of layoff under section 15.1. Any written notice shall indicate the reason for layoff. The District and C.S.E.A. shall meet no later than five (5) working days after any notice of layoff has been sent, to review the proposed layoffs under the provisions of this Agreement. Failure to give the employee written notice under the provisions of this section shall invalidate the layoff.

15.3 **Order of Layoff**

15.3.1 Bargaining Unit members shall be subject to layoff for lack of work or lack of funds in accordance with the provisions of Education Code Section 88127 or its successor.

15.3.2 Employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time and when qualifications permit, they will be re-employed in preference to new applicants. If the employee refuses a re-employment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

15.3.3 Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the Bargaining Unit who have completed a probationary period shall be re-employed without having to serve an additional probationary period.

15.3.4 Notification of recall shall be made by personal contact or Certified Mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) days after receipt of the notification, and arrange the time of return to work. The employee must, however, be available within twenty (20) days of notice.

15.4 **Bumping Rights** - An employee laid off from his/her present class may, in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes.

15.5 **Layoff in Lieu of Bumping** - An employee who elects a layoff in lieu of bumping maintains his/her employment right under this Agreement.

15.6 **Equal Seniority** - If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made on the basis of the greater seniority. If that is equal, then the determination shall be made by lot.

15.7 **Voluntary Demotion or Voluntary Reduction in Hours** – An employee who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the employee’s option, returned to a position in his/her former class or to a position with increased assigned time as vacancies become available, and with no time limit except that he/she shall be ranked in accordance with his/her seniority on any valid reemployment list.
ARTICLE XVI: GRIEVANCE PROCEDURE

16.1 General Provisions

16.1.1 A "grievance" is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.

16.1.1.1 All other matters and disputes for which there are other means of resolution are beyond the scope of this Agreement.

16.1.1.2 A "grievant" is the Association and/or a member of the Unit covered by the terms of this Agreement.

16.1.1.3 A "day" is a day in which the central administrative office of the District is regularly open for business.

16.1.2 Failure to Meet Time Limits - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein, if the District fails to respond to the grievance within the time limits at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

16.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

16.1.3 C.S.E.A. Representation - The grievant shall be entitled to representation by C.S.E.A. at all grievance meetings. In situations where C.S.E.A. has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until C.S.E.A. has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity in this instance.

16.1.4 The grievant and his/her representative shall have released time for processing grievances.

16.1.5 No Reprisal - There shall be no reprisal against a Bargaining Unit employee for filing a grievance or assisting a grievant.

16.1.6 Grievance Files - The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure which may have derived from personnel files maintained by the District will be returned to those files without indication that they had been used in this grievance procedure.
16.2 **Grievance Procedure**

16.2.1 **Level I**

16.2.1.1 Within twenty (20) days of the time an employee knew or reasonably could have known of the occurrence of an alleged grievance, the employee shall discuss with the immediate supervisor the alleged grievance.

16.2.1.2 If a satisfactory resolution is not reached within two (2) days of the discussion, the grievant shall present, within three (3) days thereafter, on the "Grievance Form," attached hereto as Appendix E, the grievance in writing to the next higher designated administrator or designee.

16.2.1.3 The next higher administrator or designee shall communicate the decision to the employee in writing within five (5) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

16.2.2 **Level II**

16.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent/President, or his/her designee, within five (5) days.

16.2.2.2 In order to be processed, the appeal shall include copies of the original grievance and any decision rendered, including the reason of the appeal.

16.2.2.3 The Superintendent/President or his/her designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant, the Superintendent/President, or his/her designee, may request a personal conference within the above time limits.

16.2.3 **Optional Step** - Prior to the submission of a grievance to a fact-finding panel, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

16.2.4 **Level III**

16.2.4.1 In the event the grievant is not satisfied with the decision at Level II, he/she may, with the concurrence and participation of C.S.E.A. within five (5) days, give written notice to the Superintendent/President requesting a fact-finding panel be formed. C.S.E.A. shall be released of its financial responsibility if a Bargaining Unit employee wishes to represent himself/herself at any step of the grievance procedure.
Where the grievant and C.S.E.A. request a fact-finding panel, it shall be formed to consider the grievance and to provide an advisory recommendation to both the Governing Board and C.S.E.A. as to resolution of the dispute. The procedure shall be as follows:

16.2.4.2.1 Within five (5) days after receipt of the written request, the District and C.S.E.A. shall each select one (1) person to serve as its member of the panel.

16.2.4.2.2 Within two (2) days thereafter, the selected panel members shall meet to determine a mutually-agreeable third panel member who shall be neutral and impartial and shall serve as Chairman of the panel.

16.2.4.2.3 In the event that a mutually-agreeable Chairman cannot be agreed upon within three (3) days, the panelist shall be selected from a list of five (5) certificated panelists supplied by the Public Employment Relations Board, the State Mediation and Conciliation Service, or other resources as the panelists mutually agree upon.

16.2.4.2.4 Panel Chairman expenses, including any per diem fees, actual and necessary travel and subsistence expense and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not regular District employees.

16.2.4.2.5 The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and make inquiries and investigations, hold hearings or take such other steps as the Chairman deems appropriate to determine a resolution recommendation.

16.2.4.2.6 The panel shall, within twenty (20) days after its appointment, recommend in writing its proposed decision regarding the grievance in question to C.S.E.A. and the Governing Board. Such recommendation is advisory only to each party.

16.2.4.2.7 In any event, the fact-finding panel shall have no power to (1) add to, subtract from, disregard, alter, or modify any of the terms of this Agreement; (2) establish, alter, modify or change the salary structure.
16.2.5 Level IV - Governing Board

16.2.5.1 The Governing Board shall consider the fact-finding panel recommendation, in executive session at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt until the Board meeting.

16.2.5.2 The Governing Board may accept or reject the majority recommendation of the fact-finding panel. With concurrence of the grievant, the Board may meet with the grievant and representatives to discuss other alternatives.

16.2.5.3 The Governing Board shall, within ten (10) days thereafter, submit its decision on the grievance in writing.

16.2.5.4 The decision rendered by the Governing Board shall be final as to the District. C.S.E.A. shall maintain its full legal remedies, including recourse to court action.

16.2.5.5 If the Governing Board rejects the recommendation of the fact-finding panel, the District shall assume the expenses of the fact-finding panel Chairperson as identified in 16.2.4.2.4.
ARTICLE XVII: EDUCATIONAL INCENTIVE PROGRAM

The District and the Association agree in concept to the following Educational Incentive Program:

17.1 Effective January 1, 1999, the Educational Incentive Program shall provide for a three-time, one-range increase on the Bargaining Unit member(s) Salary Schedule for each Bargaining Unit member who completes the requirements of the Educational Incentive Program.

17.2 To fulfill the requirements of the Educational Incentive Program, a Bargaining Unit member must complete the equivalent of twelve (12) semester units of College course work.

17.3 For participation in approved activities for which units are not granted, a Bargaining Unit member shall be granted one (1) unit of course work equivalency for each sixteen (16) hours of approved activities.

17.4 Activities for which credit may be granted include, but need not be limited to, college course work, workshops, conferences, seminars and college-sponsored in-service programs.

17.5 To receive credit for participation in an educational incentive activity, the Bargaining Unit member must receive prior approval from his/her immediate supervisor and the area Vice President.

17.6 Credit under the Educational Incentive Program shall be granted only for activities which are job related, as determined by the Director of Human Resources, for the first two one-range increases on the salary schedule. Credit shall be granted for activities which are job related or necessary to receive a degree for the third one-range increase on the salary schedule. The decision of the Director of Human Resources regarding whether or not the proposed program is job related shall not be grievable under the provisions of this Agreement.

17.7 If the Director of Human Resources determines that the Bargaining Unit member’s proposed program is not job related, the Bargaining Unit member may appeal this decision to the Classified Employer/Employee Relations Committee. The full committee membership shall consider the appeal and by a majority vote of the entire Committee, may overturn the decision of the Director of Human Resources.

17.8 The Classified Employer/Employee Relations Committee shall determine the timelines and application procedures to be used for the Educational Incentive Program.

17.9 The Classified Employer/Employee Relations Committee shall undertake the task of defining the term “job related,” and shall recommend its definition to the District and the Bargaining Unit.

17.10 Credit may be granted to a Bargaining Unit member who attends an in-service program during the Bargaining Unit member’s assigned work hours. The Bargaining Unit member’s immediate supervisor may adjust the Bargaining Unit member’s work hours to permit attendance at approved activities.

17.11 No credit shall be granted for attendance at activities for which the Bargaining Unit member receives reimbursement from the District.

17.12 The Educational Incentive Program shall become effective upon approval by the District and the Association, of a specific proposal to be developed by the Classified Employer/Employee Relations Committee, no later than July 1, 1987.
17.13 **Professional Growth** - The District shall annually allocate the sum of five-thousand dollars ($5,000.00) for tuition, course fee and required textbook cost reimbursement to Bargaining Unit members who complete courses at accredited colleges. The following provisions shall apply when a Bargaining Unit member requests reimbursement:

17.13.1 All courses shall be taken outside of the Bargaining Unit member’s assigned work hours. However, if the desired class is not offered outside of the Unit member’s assigned work hours, the supervisor may approve the Bargaining Unit member taking that class during his or her assigned work hours.

17.13.2 The Bargaining Unit member shall apply for reimbursement on a form developed and adopted by the Employer/Employee Relations Committee.

17.13.3 Reimbursement may be received for only those courses which meet the criteria established for credit under the Educational Incentive Program.

17.13.4 Any one (1) Bargaining Unit member may be granted up to three-hundred dollars ($300.00) in one (1) year, and a total of eight-hundred dollars ($800.00) over a three (3) year period.

17.13.5 Any course for which tuition reimbursement has been granted shall not be eligible to be used by the employee for credit for salary advancement under the Educational Incentive Program.

17.13.6 The Employer/Employee Relations Committee shall review, prioritize and approve all tuition reimbursement requests. The decision of the Employer/Employee Relations Committee shall not be grievable.

17.13.7 Tuition reimbursement funds will be paid at the time the Bargaining Unit member verifies to the Human Resources Office that the course has been successfully completed. Successful completion shall be defined as receiving a letter grade of 'C' or better. At the same time, course syllabus(i) shall be submitted as verification that the purchased textbooks were required, along with receipts.

17.14 Any Bargaining Unit member who completes a Doctoral degree shall receive a salary advancement stipend equal to, but not to exceed, those advancements which are available to academic bargaining unit employees.
ARTICLE XVIII: SAFETY

18.1 **District Compliance** - The District shall conform to and comply with all health, safety and sanitation requirements imposed by local, state and federal regulations, as well as the District's Safety Policy.

18.2 Any conditions on the job considered to be unsafe or potentially unsafe by an employee, shall be reported immediately to the employee's immediate supervisor and may be reported to the Campus Police Supervisor on a form provided by the District. A Bargaining Unit member may decline to perform a task that he/she deems to be hazardous until such time that the task has been reviewed by the Campus Police Supervisor or his/her designee. Time permitting the employee may request a C.S.E.A. representative to accompany the Campus Police Supervisor in his/her review. No employee shall be in any way unlawfully discriminated against as a result of filing a "Safety Report" form.
ARTICLE XIX: TECHNOLOGY

19.1 The District and the Association agree that, for the duration of this Agreement, any impacts on the conditions of employment within the Bargaining Unit caused by the pending or actual application of new technology or the upgrading of existing technology shall remain openable under the following conditions:

19.1.1 Either party may propose an item to the other party in writing.

19.1.2 Both parties are required to consider the proposal of the other party.

19.1.3 After consideration of the proposal, the party in receipt shall, in a timely manner, communicate to the other party its intent to, or not to, open discussion and/or negotiation. Neither party is required to discuss or negotiate any proposal.

19.1.4 All meetings shall be scheduled by mutual agreement of the parties.

19.1.5 The Association Chapter President, or designee, and the District Superintendent/President, or designee, shall serve as representatives at all meetings. The number of representatives may be increased by mutual agreement.

19.1.6 Any addition or modification to the current Agreement that is agreed upon shall be implemented by way of a side letter. No Side Letter Agreement shall be binding longer than the duration of this Agreement.

49.2 The District and CSEA shall meet and confer regarding a telecommuting program and negotiable issues related to such a program.
ARTICLE XX: CONTRACT CLAUSES

20.1 **Savings Clause** – If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in force and effect.

20.2 **Americans with Disabilities Act** - Nothing in this Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.

20.3 **Effect of Agreement** - It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

20.4 **Concerted Activities**

20.4.1 It is agreed and understood that there will be no strike, work stoppage or slowdown, including compliance with the request of other labor organizations to engage in such activities.

20.4.2 C.S.E.A. and the Governing Board recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

20.4.3 The District shall not lock out any Bargaining Unit employee.

20.4.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services in this Agreement.
ARTICLE XXI: NEGOTIATIONS

21.1 Notification and Public Notice - If either party desires to alter or amend this Agreement, it shall, not less than one hundred twenty (120) days prior to the termination date set forth under the duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

21.2 Commencement of Negotiations - Within five (5) days of satisfaction of the public notice requirement, and not later than sixty-five (65) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

21.3 Released Time for Negotiations - C.S.E.A. shall have the right to designate five (5) employees who shall be given reasonable released time to participate in negotiations. C.S.E.A. shall submit the names of the five (5) employees in writing to Human Resources, at least one (1) week prior to the commencement of negotiations.
ARTICLE XXII: TERMS

22.1 This Agreement shall remain in full force and effect up to and including June 30, 2008 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than one-hundred-twenty (120) days prior to the termination of this Agreement of its request to modify, amend or terminate the Agreement.

22.2 The District and C.S.E.A. agree that, for calendar year 2007, any two (2) non-compensation Articles selected by each party may be reopened. The District and CSEA agree to commence negotiations for the 2011-2014 successor agreement within ninety (90) days of the signing of this agreement.

Signed and entered into this 8th day of August, 2007. 9th day of March 2011.

FOR THE DISTRICT:

Terri Valladolid Tim Nader
Governing Board President
Southwestern Community College District

Raj K. Chopra, Ph. D. Denise Whittaker
Interim Superintendent/President
Southwestern Community College District

FOR THE ASSOCIATION C.S.E.A.:

Larry Lambert Bruce MacNintch, President
California School Employees' Association
Chapter 524

Penelope DiBernardo Margie Strike
Labor Relations Representative
California School Employees' Association
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### Appendix A

- **Learning Resource Center Assistant**: 13
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- **Library Collection Specialist**: 28
- **Library Multimedia Services Assistant**: 14
- **Library Technical Services Assistant**: 20
- **Library Technical Services Technician**: 20
- **Locksmith**: 20
- **Maintenance Air Filter Technician**: 20
- **Maintenance Facilities, Health & Safety Coordinator**: 21
- **Maintenance Technician**: 20
- **Marketing Communications Assistant**: 29
- **Microcomputer Lab Coordinator**: 32
- **Microcomputer Repair Technician**: 26
- **Network Support Specialist**: 44
- **Network Systems Analyst**: 44
- **Nutrition Learning Program Technician**: 24
- **Office Support Services Coordinator**: 24
- **Office Support Services Technician**: 20
- **Online Instructional Support Specialist**: 32
- **Outreach Specialist**: 30
- **Outreach Technician**: 20
- **Painter**: 20
- **Payroll Technician**: 28
- **PC Systems Technician**: 32
- **PE/Athletic Attendant**: 9
- **Planning and Facilities Coordinator**: 26
- **Plumber**: 24
- **Police Maintenance Technician**: 26
- **Prerequisite Technician**: 28
- **Print Shop Coordinator**: 24
- **Print Shop Technician**: 28
- **Program Assistant**: 13
- **Programmer Analyst**: 36
- **Program Coordinator**: 24
- **Project Carpenter/ Cabinetmaker**: 26
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- **Project Coordinator, C.O.C.**: 18
- **Project Manager**: 24
- **Project Microcomputer Lab Technician**: 24
- **Project Officer**: 29
- **Project Coordinator**: 16
- **Project Teacher, Child Development Center**: 15
- **Project Technician**: 19
- **Public Safety Dispatcher**: 19
- **Public Works Associate**: 29
- **Reading Lab Technician**: 24
- **Research Analyst**: 32
- **R.O.P. Technician**: 19
- **Senior Account Clerk**: 29
- **Senior Account Technician**: 29
- **Senior Financial Aid Specialist**: 29
- **Senior Gardener**: 13
- **Senior Gardener/Weekend Coordinator**: 15
- **Senior Instructional Services Specialist**: 29
- **Senior Librarian**: 15
- **Senior Programmer Analyst**: 40
- **Senior Project Clerk**: 13
- **Senior Systems Analyst**: 44
- **Senior Warehouse Worker**: 19
- **Service Learning Program Technician**: 17
- **Small Business Advisor**: 36
- **Small Business Assistant**: 22
- **Staff Development Program Assistant**: 16
- **Student Activities Coordinator**: 24
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- **Student Employment Services Technician**: 20
- **Student Services Assistant**: 10
- **Student Services Specialist**: 6
- **Student Services Technician**: 24
- **Systems Programmer**: 28
- **Systems Specialist**: 30
- **Teacher, Child Development Center**: 16
- **Testing Assistant**: 13
- **Theater Operations Technician**: 32
- **Tool Room Attendant**: 26
- **Training Services Coordinator**: 32
- **Transfer Center Specialist**: 24
- **Translator/Word Processor**: 12
- **Tuberculosis Control Officer**: 24
- **User Services Technician**: 20
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- **Veterns Service Specialist**: 24
- **Vocational Education Specialist**: 24
- **Warehouse Worker**: 28
- **Web & Multimedia Specialist**: 24
- **Webmaster**: 13
- **Word Processor**: 24

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The District's Health and Welfare plan is prorated according to percentage of contract and date of hire/termination. Please mark your selections for plan year July 1, 2010 – June 30, 2011. These selections are for the entire plan year and can only be changed if there is a qualifying event (marriage, birth or loss of other coverage.) The figures below reflect the monthly payroll deductions. (If you have less than a full-time contract, your share will be greater.)

### Mandatory Coverages:
Employee must select and maintain option A and B for an entire year.

**A. DENTAL**
- [ ] Delta Dental (Employee Only)
- [ ] Delta Dental + 1 Dep.
- [ ] Delta Dental + 2 or more
- [ ] MetLife _formerly Safeguard_ (Employee & Dep.)
- [x] MetLife (Employee Only--$25,000)

### Optional Selections
**C. MEDICAL**
- [ ] Waive Medical
- [ ] Kaiser – Employee Only
- [ ] Kaiser – Employee + 1 Dep.
- [ ] Kaiser – Employee + 2 or More
- [ ] PacifiCare HMO – Employee Only
- [ ] PacifiCare HMO – Employee + 1 Dep.
- [ ] PacifiCare HMO – Employee + 2 Dep.
- [ ] PacifiCare HMO (FULL) – Employee Only
- [ ] PacifiCare HMO (FULL) – Employee + 1 Dep.
- [ ] PacifiCare HMO (FULL) – Employee + 2 Dep.
- [ ] United HealthCare PPO – Employee Only
- [ ] United HealthCare PPO – Employee +1 Dep.
- [ ] United HealthCare PPO – Employee + 2 Dep.

### Vision
- [ ] Waive Vision
- [ ] MES – Employee Only
- [ ] MES – Employee + 1 Dep.
- [ ] MES – Employee + 2 or More

### Selecting a District Medical Plan

<table>
<thead>
<tr>
<th></th>
<th>10 Month Payroll Deductions</th>
<th>12 Month Payroll Deductions</th>
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<tr>
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<td>Delta Dental + 1 Dep.</td>
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<tr>
<td>Delta Dental + 2 or more</td>
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<tr>
<td>MetLife <em>formerly Safeguard</em></td>
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<tr>
<td>MetLife (Employee Only--$25,000)</td>
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### Waiving/Opting Out of a Medical Plan

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### Selecting a District Medical Plan

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### Waiving/Opting Out of a Medical Plan

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<td></td>
<td>$16.32</td>
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<tr>
<td></td>
<td>$24.57</td>
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</table>
### E. Cancer Care Plans
- AFLAC: Various
- American Fidelity: Various
- Pacific Educators: Various

### F. Disability Income Insurance
- AFLAC: Various
- American Fidelity: Various
- CSCP – Pacific Educators: Various
- IC Insurance: Various

### G. Accident Insurance
- American Fidelity: Various
- AFLAC – Personal Accident Indemnity: Various
- IC Insurance – Accident: Various
- Mutual of Omaha (formerly Hartford): Various
- Prudential – AD&D: Various

### H. Life Insurance
- American Fidelity: Various
- IC Insurance: Various
- MetLife Supplemental: Various
- Pacific Educators: Various
- Prudential – Life: Various

### I. Hospitalization/Sickness
- AFLAC – Hospital Intensive Care: Various
- AFLAC – Personal Sickness Indemnity: Various

### J. Long Term Care
- UNUM: Various

### K. Tax Sheltered Annuities – Tax Deferred
- Nationwide FBC 403(b): $________
- Nationwide FBC 457: $________
- Nationwide FBC ROTH 403(b): $________

Approved Vendor: 403b: $________

---

Selection of any new plan does not constitute automatic enrollment. Enrollment forms may be obtained from the Benefits Office or the Human Resources website. Coverage or newly selected voluntary plans will not become effective until approved by the insurance company.

I fully understand that I cannot change the status of the District’s plans in Items A through J, until the next open enrollment period. Furthermore, I understand that medical coverage is optional and should I decline coverage for myself and/or my dependents, I will hold the District harmless for expenses or injury incurred by me and/or my dependents.

I hereby authorize payroll deduction(s) from my monthly salary warrant to cover the cost of selections as indicated.

Signature: ____________________________

Date: _______________
EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same term as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of a Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with a least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced
leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned
medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be
taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use
paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30
days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an
employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection
and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to
perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing
treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must
inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.
Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice
must specify any additional information required as well as the employee’s rights and responsibilities. If they are not
eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave
counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the
employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:
• Interfere with, restrain, or deny the exercise of any right provided under FMLA;
• Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for
  involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.
FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective
bargaining agreement which provides greater family or medical leave rights.
Reclassification Process Flowchart

Supervisor/Employee may initiate reclassification once every 24 months

Meeting within 30 calendar days with consultant

Response from consultant within 30 calendar days

If employee agrees

Employee submits within 10 working days

Meet, consult and reclass committee within 30 working days

Final letter within 5 working days

If employee agrees

Superintendent/President

If employee disagrees

Governing Board

End of process; wait 24 months to resubmit
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

EMPLOYEE GRIEVANCE FORM

Employee Name ___________________________ Department ___________________________
Immediate Supervisor/Designee ___________________________ Date of Incident ___________________________
Date of Informal Discussion ___________________________ Date of Oral Response ___________________________

State the Contract Articles and Sections alleged to have been violated ___________________________

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position. (Attach second sheet if necessary).

State full relief/remedy/action you believe is required to resolve your grievance.

Employee's Signature ___________________________ Date ___________________________

| I. Response of Next Higher Administrator/Designee: | Date of Receipt: ___________________________ |
| Date of Response: ___________________________ |
| Grievance Resolved: ___________________________ |
| Grievance Denied: ___________________________ |

| II. Response of Superintendent/President/Designee: | Date of Receipt: ___________________________ |
| Date of Response: ___________________________ |
| Grievance Resolved: ___________________________ |
| Grievance Denied: ___________________________ |

Written Notice of Appeal to a "Fact-Finding Panel" must be furnished to the Superintendent/President within five (5) working days. Date of Notice of Appeal ___________________________

| III. Response of Fact-Finding Panel: | Date of Hearing: ___________________________ |
| Date of Response: ___________________________ |

| IV. Response of the Governing Board: | Date of Receipt: ___________________________ |
| Date of Board Meeting: ___________________________ |
| Date of Decision: ___________________________ |

NOTES: 1. Attach all responses to this form.
2. Make two copies of all responses: One for employee and one for the District.
3. Time is of the essence at every step.
* Transitional Organizational Chart

(Proposed 03/09/11)

* The Shared Consultation Council is reviewing other model structures.
Acceptance of Work and Notice of Completion

1. Southwestern Community College District
   (Name of School District)

2. ACT, Inc.
   (Name of Contractor)

3. Arch Insurance Company
   (Name of Surety)

4. Description of Public Work Involved Sufficient for Identification:
   Southwestern Community College District Bid No. 182 – Building 570 Bid Package 1 – Demolition and Abatement
   as provided in contract specified herein which is on file with the Clerk of the Governing Board of the above named College District.

5. Date of Contract
   November 10, 2010

6. Acceptance of the work and materials is recommended by:
   
   John R. Brown
   Director of Facilities, Operations & Planning

   2/15/11 (Date)

7. Acceptance of Work and Materials

   NOTICE IS HERBY GIVEN that the above referenced contract and public work, to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies, were completed by January 21, 2011, and acceptance by the Governing Board of the above named college district on the 9th day of March, 2011; Bid No. 182.

   The contractor on said contract and public work and the name of the surety on the Contractor’s Bond of said Contractor are as set forth above.

   Southwestern Community College District

   By ________________________________
   Denise Whitaker
   Interim Superintendent/President

VERIFICATION

The undersigned declares that she is an officer, namely, the Secretary of the Governing Board of the Southwestern Community College District, which is the owner of the public work described in the Notice of Completion executed by said district, that he has read the same and knows the contents thereof and that the facts therein stated are true of his own knowledge; and that she makes this verification for and on behalf of said College District, owner in fee.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 9th day of March, 2011, at San Diego, California

Denise Whitaker
Interim Superintendent/President
Southwestern Community College District
San Diego & Imperial SBDC Network
Recommendation of Award of RFP

Governing Board Meeting Date: March 9, 2011
Award of RFP No.123

Title of Bid: Establishment of a SBDC Service Center to Deliver Small Business Assistance in the County of Imperial Calendar Year 2011.

<table>
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<th>Bidder Name</th>
<th>Bid Amount</th>
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<td>Neighborhood House</td>
<td>No Cost to the District</td>
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<tr>
<td>No additional proposers</td>
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</table>

Rejected Bids:

None

Debbie P. Trujillo
Regional Director, San Diego & Imperial SBDC Network
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whitaker
Interim Superintendent/President

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

INITIATED BY: Debbie P. Trujillo
Region Director, San Diego & Imperial SBDC Network

SUBJECT: Agreement with Neighborhood House of Calexico, Inc.

RECOMMENDATION

Approve Agreement No. A3213.11 with the Neighborhood House of Calexico, Inc., for the establishment of a Small Business Development Center (SBDC) to deliver business assistance in the County of Imperial for Calendar Year 2011, for the period April 1 to December 31, 2011, inclusive, at no cost to the District.

OVERVIEW

After a public solicitation of this RFP, only one application was received. The Committee has reviewed the proposal and finds that the Neighborhood House of Calexico, Inc. holds the qualifications and financial capacity to support this project and is highly endorsed by the County of Imperial. The award of funds in the amount of $104,000 are sourced from the U.S. Small Business Administration held with the District to deliver small business resources to San Diego and Imperial Counties. The applicant will support this project with an additional contribution of $154,480 in cash match funds and $50,850 in in-kind funds.

FISCAL IMPACT/ACCOUNT

No cost to the District.

DT/PJ/lh
SAN DIEGO AND IMPERIAL COUNTIES

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
SMALL BUSINESS DEVELOPMENT CENTER (SBDC) NETWORK
SUBRECIPIENT AGREEMENT NO: IV2011C
For Calendar Year 2011

In consideration of the covenants, promises and agreements contained herein, Southwestern Community College District Small Business Development Center Network (hereinafter "the DISTRICT"), and Neighborhood House of Calexico, Inc. (hereinafter "SUBRECIPIENT") hereby covenant, promise and agree as follows:

In consideration of the mutual premises hereinafter contained the parties agree that this SUBRECIPIENT will be performed in accordance with the following conditions:

GENERAL CONDITIONS

I. SCOPE OF WORK

Accomplishment of the work required to establish and operate the Imperial Valley Small Business Development Center (SBDC Field Center), as described in Section XXII. Special Conditions, Exhibit A (SBDC Field Center Scope of Work Defined), Exhibit B (SBDC Field Center Budget), Exhibit C (SBDC Field Center Planned Milestone Accomplishments), and Exhibit D (SBDC Small Business Development Center Program Announcement 2011). Each are attached hereto and incorporated by reference herein, and as submitted and approved by the SBA.

II. PERFORMANCE PERIOD

The performance period of the SUBRECIPIENT will be from April 1 - December 31, 2011 unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date. Renewal of contract each year is based on meeting performance outcomes. The Regional Director and the SBA Project Officer have final approval each year for issuance on new contracts.

III. ESTIMATED COST AND EXPENDITURE LIMITATION

The DISTRICT will reimburse the SUBRECIPIENT for actual expenses incurred under the SUBRECIPIENT but not to exceed $104,000 in baseline federal SBA funds, allocated by the DISTRICT and as documented in the SUBRECIPIENT approved SBA budget which also denotes the SUBRECIPIENT's contribution of cash match in the amount of $154,480, and In-kind funds in the amount of $50,850 to be spent proportionately with SBA funds.

IV. ALLOWABLE COST AND PAYMENT

A. The DISTRICT will reimburse the SUBRECIPIENT for costs incurred in the performance of the SUBRECIPIENT, provided that:

(1) The Total of such costs does not exceed the cost as provided in Article III herein.

(2) Such costs were allowable by terms of the 2011 approved budget attachment and any
revisions thereto as provided by SBA guidelines.

(3) Such costs are incurred in accordance with SUBRECIPIENT’s established policy and procedures.

(4) The accounting for funds awarded under this agreement shall be in accordance with generally accepted accounting principles consistently applied. SUBRECIPIENT shall maintain records to support identifiable charges to the project. Obligations, commitments, encumbrances and expenditures should be made within the budget period.

(5) The SUBRECIPIENT is the fiduciary under this Agreement and therefore is responsible for the administration and oversight of the SBDC Field Center.

(6) Allowable Costs

a) For the purpose of determining the amounts payable to SUBRECIPIENT under this agreement, the allowability of costs shall be determined in accordance with (i) the appropriate OMB circulars as follows:

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<th>ENTITY</th>
<th>ADMINISTRATIVE and COST PRINCIPLES</th>
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<tbody>
<tr>
<td>Universities</td>
<td>A-110*, A-133</td>
</tr>
<tr>
<td>State &amp; Local Government</td>
<td>13 CRF, Part 143;</td>
</tr>
<tr>
<td>Other Non-Profit Organization</td>
<td>A-110*, A-133</td>
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<td>A-110*</td>
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<td>A-128 and A-87</td>
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<td>A-122 &amp; Supplement 4/27/64</td>
</tr>
<tr>
<td></td>
<td>FAR SECTIONS 31.0</td>
</tr>
</tbody>
</table>

* Or any regulation promulgated to supplement or replace it.
(iii) SBA regulations and (iii) the terms of this agreement.

b) Any budget revision, including transfers between cost categories, cumulatively shall not exceed ten percent of the total budget. If such transfers are expected to exceed this ten-percent limit, notify SBDC NETWORK SD/IV in writing for prior approval per specifications listed under Exhibit B (SBDC Field Center Budget). If there are any new line items added to the budget, SBDC NETWORK SD/IV must also alert SBA. To do this, SUBRECIPIENT must submit a letter of justification to SBDC NETWORK SD/IV. This letter shall be sent or faxed to SBDC Network SD/IV, 900 Otay Lakes Road, Chula Vista, CA 91910. The Regional Director or designee shall, within ten (10) working days from the date of receipt of the SUBRECIPIENT’s written request, provide the SUBRECIPIENT with a written approval or disapproval of the request.

c) No requests for budget revisions shall be submitted to the SBDC NETWORK SD/IV after November 15, 2011. Requests for variations submitted after this date are automatically disapproved.

d) Any proposed expenditure expected to exceed $5,000 which will be sole source, requires prior SBA approval. SUBRECIPIENT must submit a letter of request to SBDC NETWORK SD/IV, which will procure the necessary approvals.

e) The SUBRECIPIENT shall provide Cash Match and/or In-Kind Match as described in Section III and Exhibit B. The SUBRECIPIENT certifies that Cash Match and In-Kind Match as identified in Exhibit B, shall only be used for the purpose of this Agreement and shall be spent proportionately with SBA funds.

f) The SUBRECIPIENT certifies Program Income shall be spent solely to accomplish SBDC NETWORK SD/IV and SBA Program objectives. The SBDC Field Center director shall monitor and be responsible for Cash Match, In-Kind Match, and Program Income...
contributions and expenditures. Neither Program Income nor other federal funds shall be used to meet the Cash Match requirement. Program Income, including any interest earned, must be used to expand the quantity or quality of services, resources or outreach provided by the SBDC Field Center. Any unused Program Income shall be carried over to a subsequent budget period.

(7) Payment:

a) The SUBRECIPIENT will submit detailed Cash Summary reports outlining federal, cash, and in-kind expenses to the DISTRICT for reimbursement each quarter to the following address: SBDC Network SD/IV Region Office, 900 Otay Lakes Road, Chula Vista, CA 91910.

In order for the SUBRECIPIENT to receive payment, these reports must be in sufficient detail to indicate clearly the nature of all expenses in the format of the attached budget forms. These vouchers must include reference to the DISTRICT SUBRECIPIENT number.

Vouchers reporting expenses for the last month of the first three quarters must be submitted by the 15th of the following month. The final report must be submitted not later than 30 days after the closing date of this agreement period and be marked "Final" by the SUBRECIPIENT.

b) In addition to the financial reports mentioned in (a) above, SUBRECIPIENT shall provide such special fiscal reports as may be requested by SBDC NETWORK SD/IV to permit evaluation of the progress of the project.

c) Payments for performance under this agreement shall be made by DISTRICT to SUBRECIPIENT on a cost-reimbursable basis when billed. Any payment so made shall be made in accordance with the approved budget referred to above and attached as Exhibit B. SUBRECIPIENT agrees that DISTRICT may withhold payment of any expenditure that appears unallowable, or for which additional information or support is required. SUBRECIPIENT further agrees to furnish DISTRICT such information as may be required to satisfy questions about the expenditures in question.

d) Any program income generated in connection with this project during the effective dates shall be reported quarterly and cumulatively on each billing. Supporting ledgers must accompany this report.

e) Funds budgeted for direct costs may not be transferred to the indirect cost line and vice versa.

f) In the event allowable costs are less than the approved budget, the Federal share of this award will be limited to the same ratio of allowable costs as the initial budget, not to exceed the total amount allotted by this contract.

g) If at any time during the contract year, the level of approved Cash Match and/or In-Kind balance of expenditures falls below 80% of SBA expended funds, the SBDC NETWORK SD/IV reserves the right to place a hold on all payments until such time as proportionate Cash Match and/or In-Kind Match documentation are provided by the SUBRECIPIENT.

h) If on November 1st, the SUBRECIPIENT level of Cash Match and/or In-Kind balance falls below 80% of SBA expenditures, the SUBRECIPIENT must provide a plan of action that demonstrates how by December 1st, the SUBRECIPIENT will reach the financial obligations of this contract. This plan is due to the SBDC NETWORK SD/IV no later than
November 10th, close of business, and is subject to the approval of the SBDC NETWORK SD/IV. The SBDC NETWORK SD/IV reserves the right to redirect all or part of the unmatched funds to another SBDC NETWORK program if sufficient documented verification is not provided by the SUBRECIPIENT by November 15th.

V. BUDGET CONTINGENCY CLAUSE

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

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the DISTRICT shall have the option to either cancel this Agreement with no liability occurring to the DISTRICT, or offer an amendment to this Agreement to the SUBRECIPIENT to reflect the reduced amount.

VI. FINANCIAL AND PERFORMANCE REPORTS

Financial and Performance reports are due quarterly in the Regional Office. SUBRECIPIENT shall furnish in a timely manner and designated format technical reports as outlined in the SBA Program Announcement, as well as A-133 New Audit as prepared by external auditors. Reimbursements will be withheld until reports are submitted and approved by the SBDC NETWORK SD/IV Regional Director. A $500 penalty fee may be withheld from the program for submission of each late program and/or financial report. This fine will be withdrawn in the final quarter and rests at the sole discretion of the Regional Director. (Reference Exhibit D - SBDC NETWORK SD/IV Reporting Requirements).

VII. KEY PERSONNEL/SUBRECIPIENT'S AREA DIRECTOR

Immediate notification to the Regional Director is required when there is an intent to change, replace, terminate or significantly alter the primary duties of the area SBDC Field Center Director. The Regional Director will participate in the selection of a new SBDC Field Center Director.

VIII. CAPITAL EQUIPMENT

A. Title to all equipment purchased on this agreement shall vest in SUBRECIPIENT upon acquisition, subject to the provisions of 20 U.S.C. 3474 and OMB Circular A-110.

B. SUBRECIPIENT must maintain an inventory of all equipment costing $500.00 or more. The $500.00 threshold may be less subject to SUBRECIPIENT institutional policy and procedures on inventory requirements.

C. Capital equipment is defined as any item having an acquisition cost of $5,000.00 or more and a useful life of at least two years. Prior approval from the SBA for the purchase of equipment of any amount not listed in the approved budget is required. To request approval to purchase capital equipment, SUBRECIPIENT must submit a letter of request to the SBDC Network SD/IV, which will in turn make the request to SBA, if required. This letter should be sent to 900 Otay Lakes Road, Chula Vista, CA 91910.
IX. TRAVEL

A. Costs for transportation, lodging, meals, and incidental expenses incurred by SUBRECIPIENT personnel for travel listed in the proposal relating to the performance of this agreement shall be considered a reasonable and allowable charge to this agreement to the extent that:

(1) The costs do not exceed charges normally allowed by the SUBRECIPIENT in its regular operations based on the existence of written institutional policy on such costs; provided, however, that air travel undertaken by SUBRECIPIENT shall be by common carrier at coach or economy rates, and the principles for such costs established by the Director of the Office of Management and Budget, as set forth in OMB Circular A-21 are observed. In the absence of written institutional policy, the costs may not exceed the rates and amounts established under subchapter 1 of chapter 57 of Title 5, United States Code.

B. Out-of-region travel costs are allowable as direct costs only when the travel has received the advanced written approval of SBA via the SBDC NETWORK SD/IV. Such travel approval requests shall include all pertinent information including date(s), destination, purpose, name of traveler(s), and estimate of cost. Each separate trip must be specifically approved. For the purposes of this section, travel is defined as any travel inside the contiguous forty-eight States and Canada. The exception to this ruling wherein no advance approval is required, is travel related to the National SBDC Annual Conference.

C. If foreign travel is approved, SUBRECIPIENT is subject to and must comply with the provisions of the Fly America Act. The Fly America Act refers to provisions enacted by Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (Public Law 93-623, January 3, 1975), 49 USC App. 1517, as amended by Section 21 of the International Air Transportation Competition Act of 1979 (Public Law 96-192, February 15, 1980), 94 Stat. 43. The implementing Federal Travel Regulations are published at 41 CFR Part 301-3.6. The Act requires those Federal travelers and others performing U.S. Government-financed foreign air travel must be U.S. flag carriers, to the extent that service by such carriers is available. With the exception of travel under bilateral agreements permitted pursuant to 49 USC App. S 15178 (1982), foreign air carriers may be used only when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission. If a foreign air carrier is used for any part of foreign travel, SUBRECIPIENT must submit a justification statement to SBDC NETWORK SD/IV explaining why service by a U.S. flag carrier is not available, or why it would be necessary to use foreign air carrier. SBDC NETWORK SD/IV will review the justification and will forward the request to SBA.

D. No funds provided under this agreement shall be used for travel by employees of the U.S. Government.

X. PUBLICATIONS

A. All press releases, brochures, reports, advertisements, training booklets, websites, stationary, business cards, or materials that are produced utilizing SBDC funds (federal, matching, and/or program income) must prominently feature the local SBDC logo per the SBDC Policy and Procedure Manual and the Policy on Logo Use. Where appropriate, the SBDC NETWORK logo may be replaced by the local SBDC logo.

B. Any publication resulting from this project which contains editorial content must include the following disclaimer: "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."
C. All press releases, brochures, reports, advertisements, training booklets, websites, or publications that are produced utilizing SBDC funds (federal, matching, and/or program income) must feature the SBDC logo or the SBDC Network logo and SBA logo. The SBA logo does not need to appear on stationary or business cards. Where used, protocol must comply with the Policy and Procedure Manual and the Policy on Logo Use. The following statement must appear immediately below or adjacent to the SBA logo: "Funded in part through a cooperative agreement with the U.S. Small Business Administration." This acknowledgement must appear verbatim except where severe space constraints exist wherein an SBDC may substitute " SBA " for U.S. Small Business Administration."

D. 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/accommodation notice: "Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact Maria Hughes, Small Business Administration, 550 West C Street, Suite 550, San Diego, CA, 92101, (619) 727-4871."

XI. AUDIT

A. SUBRECIPIENT will provide the SBDC NETWORK SD/IV a copy of the annual audit each year, as needed.

B. SUBRECIPIENT agrees to maintain all financial records, supporting documents and other records pertaining to this agreement for a period of five (5) years from submission of the final invoice or final expenditure report to SBDC NETWORK SD/IV at DISTRICT, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigations, or claims have been disposed of.

C. In the event that SBA, the Comptroller General of the United States, or DISTRICT determines through audit or some other appropriate means, that expenditures from funds allocated to SUBRECIPIENT were not made in compliance with the regulations of SBA or the provisions of this agreement and are therefore unallowable, SUBRECIPIENT shall promptly refund the unallowable amount to SBDC NETWORK SD/IV at DISTRICT upon demand. Or, if final payment has not been yet made, DISTRICT may reduce future payments by the unallowable amount in consultation and approval of the SBDC NETWORK SD/IV.

D. SUBRECIPIENT certifies that it has met the audit requirements of OMB Circular A-133, A-128, or equivalent Federal Financial Compliance Audit and shall furnish a copy of such audit report (and management letters upon requests) to SBDC NETWORK SD/IV at DISTRICT no later than thirty days after receiving it from the auditor or within 30 days of expiration of this agreement, whichever occurs first. If the SUBRECIPIENT is not subject to OMB Circular A-128 or A-133, SUBRECIPIENT shall have an audit of the program conducted and submitted to SBDC NETWORK SD/IV at DISTRICT within 90 days of the end of the period of performance as specified in this agreement. This audit will be conducted by an independent certified public accounting firm and shall be conducted in accordance with generally accepted Governmental Audit Standards as issued by the Comptroller General of the United States.

E. SUBRECIPIENT further certifies that, in instances of noncompliance with Federal laws and regulations, appropriate corrective action will be taken. SUBRECIPIENT agrees to notify SBDC NETWORK SD/IV at DISTRICT of the corrective action within six months of furnishing the audit report to SBDC NETWORK SD/IV at DISTRICT.
XII. COMPLIANCE WITH LAWS

A. The SUBRECIPIENT shall be responsible for compliance with all requirements and obligations relating to the services required under local, state or federal law. Such requirements or obligations include, but are not necessarily limited to, minimum wage, overtime compensation, social security, unemployment insurance, income tax and worker’s compensation.

B. SUBRECIPIENT will not discriminate any employee or applicant for employment because of race, color, religion, sex or national origin and in all respects shall comply with Executive Order 11246, entitled “Equal Executive Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

C. SUBRECIPIENT will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era, nor will he discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which he/she is qualified as defined by the American With Disability Act.

D. SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of age.

E. SUBRECIPIENT agrees to comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by P.L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq, as amended by 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air and Water Act, respectively, and all regulations and guidelines issued there under before the execution of this agreement. SUBRECIPIENT will use its best efforts to comply with clean air standards and clean water standards at the facilities and locations where the work of this agreement is performed.

XIII. PATENTS AND INVENTIONS

Inventions and patents, which result from this agreement, shall be administered in accordance with Public Law 96-620 and 37 CFR Part 401. SUBRECIPIENT represents that its policies require appropriate assignments of inventions, discoveries and improvements from all persons who perform any part of the work under this agreement. Disposition of title to inventions, the filing of patent applications, disposition of patent rights and licensing covering the manufacture, use and sale of products and processes shall be governed by 35 U.S.C. 203 and 37 CFR Part 401. SBDC NETWORK SD/IV and the SBA shall have a non-exclusive, non-transferable, irrevocable, paid up license to practice or have practiced for or on behalf of the United States any invention made by the SUBRECIPIENT hereunder throughout the World. The SUBRECIPIENT shall report fully to SBDC NETWORK SD/IV at DISTRICT and SBA any invention conceived or first actually reduced to practice in the performance of this agreement.

XIV. DEBARMENT, SUSPENSION, REPAYMENT OF FEDERAL DEBT

A. SUBRECIPIENT certifies, by signing this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SUBRECIPIENT is required to include this provision in any sub award resulting from this award.

B. SUBRECIPIENT certifies, by signing this document, that neither it nor its principals is delinquent on the repayment of any federal debt. SUBRECIPIENT is required to include this provision in any sub award resulting from this award.
XV. LOBBYING

A. SUBRECIPIENT certifies, by signing this document, that no federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all SUBRECIPIENTS shall certify and disclose accordingly.

XVI. DISCLOSURE OF FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, request for proposals, bid solicitations, and other documents describing this project, the SUBRECIPIENT shall state clearly: 1) the dollar amount of the Federal funds for the project, 2) the percentage of the total costs of the project that will be financed with Federal funds, and 3) the percentage and dollar amount of the total cost of the project that will be financed by non governmental sources.

XVII. FRANCHISE TAX CERTIFICATION

SUBRECIPIENT certifies that, upon the effective date of this agreement, either 1) it is not delinquent in payment of State of California corporate franchise taxes or 2) it is not subject to the payment of such taxes. SUBRECIPIENT agrees that any false statement with respect to franchise tax status shall be material breach hereof, and DISTRICT shall be entitled to terminate this agreement upon written notice thereof to SUBRECIPIENT.

XVIII. LIABILITY

SUBRECIPIENT and DISTRICT mutually agree that each party to this agreement is and will be acting as an independent contractor in the performance of this work, and that each shall be solely responsible for the official acts of its employees or its agents in connection with the performance of this work and will not hold the other party responsible for personal injury, death, property damage or other losses arising out of the official actions of those employees or agents.

XIX. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

Neither party makes any representation or warranties of any kind, either express or implied, as to any matter not set forth in this agreement including but not limited to implied warranties or merchantability or fitness for any particular purpose with respect to confidential information, inventions, technology, mask works, software, technical data, or that use of any of the foregoing will not infringe any patent, copyright, mask work or other proprietary right. Neither party shall be held to any liability with respect to any claim arising from or on account of any use of the foregoing regardless of the form of action, whether in contract or tort, including negligence. To the extent that a party grants a sublicense or
otherwise transfers any invention, technology, software, mask works, or technical data, the party hereby indemnifies and holds harmless the other party with respect to any claim arising out of the sublicense or transfer. In no event will either party be liable to the other for consequential or incidental damages of any nature whatsoever.

XX. TERMINATION

This agreement may be terminated prior to the expiration of the period of performance by mutual written agreement of SBDC NETWORK SD/IV at DISTRICT and SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT shall cease incurring cost under this agreement and take action to cancel all outstanding obligations, which can be reasonably canceled. Within forty-five days of the effective date of the termination, SUBRECIPIENT shall submit a final report to SBDC NETWORK SD/IV covering costs incurred to the date of termination. SUBRECIPIENT shall be entitled to reimbursement for all costs incurred to the date of termination and for all un cancellable obligations up to the maximum amount set forth in Paragraph A of Article IV.

XXI. LAW AND VENUE

This SUBRECIPIENT shall be governed by, and construed in accordance with the laws of the State of California and exclusive venue will be 1823 Mission Avenue, Oceanside, CA 92054.

XXII. SPECIAL CONDITIONS

The Conditions of the Notice of Award, the Cooperative Agreement, the Program Announcement, the Policies and Procedures of the SBDC, along with the plan of operation as submitted by your college and approved by the Small Business Administration (SBA), shall be measures of performance of the SUBRECIPIENT under this Agreement.

In rendering services under this Agreement:

A. Southwestern Community College District (DISTRICT) and SUBRECIPIENT do not change the independent status of the contractor;

B. SUBRECIPIENT is performing services of the type performed prior to this Agreement;

C. Employees of the SUBRECIPIENT are not employees of the DISTRICT. However, the performance of the SBDC Field Center director is subject to the review of the SBDC Regional Director and the SBA Project Officer. The SUBRECIPIENT is solely responsible for employee payrolls and claims arising there from.

D. The SBDC Field Center Director will receive prior approval from the Regional Director for travel outside of the SBDC NETWORK SD/IV regional service area that is not documented in the current year SBA approved budget. Budget changes requested during the operational year do not constitute travel approval.

E. The SUBRECIPIENT shall notify the Lead Center Director in advance when the SBDC Field Center Director is scheduled to be off-site or out of the office for five (5) consecutive days or more.

F. The SBDC Field Center Director Attendance is required at all SBDC Network SD/IV Director and/or staff meetings or events; professional development events; strategic planning sessions; and the annual Statewide SBDC Conference and national Association of SBDCs Conference.

G. Should the DISTRICT be required to reimburse the grantor, the Small Business Administration (SBA), for improperly claimed reimbursement for indirect cost or in-kind matching made on behalf of the SUBRECIPIENT, it will be the responsibility of the SUBRECIPIENT to reimburse the prime
contractor. The same provision would apply to SUBRECIPIENT’s cash match.

H. Alterations or amendments must be approved by written mutual agreement the parties herein. Any federal statutes and/or regulations governing these activities hereto bind the parties.

I. Pursuant to 13 CFR 130.450, SUBRECIPIENT shall provide and expend within the contract year, total Matching Funds equal to the total amount of the Prime Sponsor (SBA) funding. At least 50% of the Matching Funds must be Cash Match. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions, or indirect costs. In the event that SUBRECIPIENT does not expend the full amount of required matching, the SUBRECIPIENT is subject to disallowable SBA expenditures equivalent to the deficit of matching funds required.

XXIII. PROFESSIONAL DEVELOPMENT OF SBDC PERSONNEL

The SUBRECIPIENT shall support accreditation standards and collaborate and fully participate in professional development activities planned and scheduled by the DISTRICT. This will include full participation of the SBDC Field Center director and key personnel at the annual national Association of SBDCs conference; full participation of the SBDC Field Center director, key administrative staff, and all staff counselors at the annual California SBDC conference; and full participation of the SBDC Field Center director and all staff and consultants at the all-Network SBDC meetings, trainings, or events. Participation in these professional development activities is herein included in the annual performance goals for the SUBRECIPIENT and will be linked to performance based funding when established.

XXIV. INDEMNIFICATION

The SUBRECIPIENT shall defend, indemnify and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SUBRECIPIENT, its officers, agents or employees. The DISTRICT shall defend, indemnify and hold the SUBRECIPIENT harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.

XXV. INSURANCE

SUBRECIPIENT shall carry comprehensive general liability insurance and Workers’ Compensation for the duration of the agreement, covering the District’s referred employees or students.

ACKNOWLEDGED AND ACCEPTED:

FOR THE DISTRICT

Denise Whittaker
Interim Superintendent/President
Southwestern Community College District

Date Signed

FOR THE SUBRECIPIENT

Ricardo Ortega
Executive Director
Neighborhood House of Calexico, Inc

Date Signed
Exhibit A

SCOPE OF WORK DEFINED
1. DEFINITION OF TERMS

Capitalized terms as used in this Agreement have the following definitions:

A. "8(a) Program" means the SBA 8(a) Business Development Program - An SBA Program that offers a broad scope of assistance to socially and economically disadvantaged firms.

B. "Agreement" refers to this Agreement, number IV2011C.

C. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.

D. "Budget Category" means the major budget subject headings designated in Exhibit B. They are: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Consultants, Other and Indirect Costs. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.

E. "Business counseling services" means one-on-one or small group meetings with current and/or prospective small business owners in person, by telephone, video conferencing, or computer, to coach, mentor or provide information to help the small business owner move towards intended results.

F. "Cash Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.

G. "CATS" means the SoftShare WinCATS OR WebCATS Client Activity Tracking System used by the SBDC NETWORK SD/IV Program.

H. "CDBG" means the United States Department of Housing and Urban Development, Community Development Block Grant.


J. "COCCC" means the Chancellor’s Office of the California Community Colleges.

K. "SUBRECIPIENT" means Neighborhood House of Calexico, Inc.

L. "Cooperative Partners" means those partners identified in the annual Notice of Award (Cooperative Agreement) issued by SBA. The 2011 Notice of Award specifies the Cooperative Partners as SBDC NETWORK SD/IV, COCCC, and SBA.

M. "Small Business Development Center Network for San Diego and Imperial Counties" means the SBDC NETWORK SD/IV, the SBA California District Directors and Project
Officers, the COCCC, and California SBDCs.

N. "Empowerment Zones" means a community designated by the federal Department of Housing and Urban Development (HUD) as an area that suffered significant economic distress and may receive targeted funding from federal agencies.

O. "Funds" means any Funds listed in any column of Exhibit B with the exception of the COCCC Column. COCCC fund are paid directly to the SUBRECIPIENT by COCCC.

P. "Expiration" means the expiration, termination or cancellation of this Agreement.

Q. "In-Kind Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.

R. "HUBZone" means a Historically Under-utilized Business Zone designated by SBA as an area located within one or more qualified census tracts, qualified non-metropolitan counties or lands within the external boundaries of an Indian Reservation.

S. "Lead Center" means the Small Business Development Center Network for San Diego and Imperial Counties.

T. "Lead Center Director" refers to the Regional Director and the individual, or designee, on behalf of the SBDC NETWORK SD/IV who has the overall responsibility to administer and evaluate the work of the SUBRECIPIENT during the term of this Agreement.

U. "Notice" means a notice of probation.

V. "OMB" means the federal Office of Management and Budget.

W. "Program Income" means all monies earned or received from SBDC Field Center clients and others in payment for SBDC NETWORK SD/IV Program activities and/or products other than counseling services.

X. "PQL" means the SBA Prequalification Loan Program.

Y. "SBA" means the United States Small Business Administration.

Z. "SBDC" means Small Business Development Center.

AA. "SCORE" means the Service Corps of Retired Executives.

BB. "SBDC Field Center" means the Imperial Valley Small Business Development Center (IV SBDC)

CC. "Special Emphasis Groups" refer to underrepresented populations of business owners compared to their representation in the overall population. Depending upon the
service territory demographics of the SBDC Field Center, Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service-connected disabled veterans, individuals in rural areas and HUBZones and those in low to moderate income urban areas as determined by Census Bureau information.
## BUDGET JUSTIFICATION - ESTIMATED COST

San Diego & Imperial Regional SBDC Network

### 2011 SBA-SBDC PROPOSAL

Name of SBDC Service Center: Imperial Valley SBDC  ||  CY 2011

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<td>Marketing/Printer Equipment for poster</td>
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<td>$2,000</td>
<td>$   -</td>
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<td>Office Furniture(chairs, desk)</td>
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<td><strong>E. SUPPLIES</strong></td>
<td></td>
<td></td>
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<td>General Office ($100/mo)</td>
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<td>Description</td>
<td>SBA</td>
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<td>FEDERAL SBA JOBS BILL</td>
<td>IN-KIND</td>
<td>NON-CASH MATCH INDIRECT</td>
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<td>Special Projects</td>
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<td>Advertising / Community Outreach</td>
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<td>Communications (cells/internet/fax)</td>
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<td>Total Facility Operations</td>
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<td>Insurance (general liability pro-rate)</td>
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<td>Library Purchases &amp; Subscriptions</td>
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<td>Membership, Conference &amp; Training Fees</td>
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<td>Facility Space Rent (1000/mo/9mos)</td>
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<td>$47,889</td>
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<td><em>(Attach indirect rate agreement, indicate the applicable rate.)</em></td>
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<td>$47,889</td>
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Note: All categories must be supported by narrative justification. If additional space is required, attach separate sheet. A budget justification must be completed for the Lead Center and Service Centers.
PLANNED MILESTONE ACCOMPLISHMENTS
**2011 PERFORMANCE GOALS**

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<tr>
<th>IVSBDC</th>
<th>ECONOMIC IMPACT</th>
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<tbody>
<tr>
<td>25</td>
<td>New Businesses Created</td>
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<tr>
<td>68</td>
<td>Jobs Created</td>
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<tr>
<td>58</td>
<td>Jobs Retained</td>
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<td>$ 2.91 million</td>
<td>Change in Sales (new taxable revenues)</td>
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<tr>
<td>$ 13.6 million</td>
<td>Total Loans, Number of Loans</td>
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<tr>
<td>$ 3.1 million</td>
<td>Total Capital Infusion (Loans + Capital)</td>
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<tr>
<td>2</td>
<td>Contracts Facilitated</td>
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<tr>
<td>$.5 million</td>
<td>Contract Awards Facilitated</td>
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<td>15</td>
<td>Business Turnaround Clients</td>
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<tr>
<th>IVSBDC</th>
<th>CLIENT SERVICE LEVELS</th>
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<td>Total Clients Consulted</td>
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<td>3104</td>
<td>Consulting Hours</td>
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<td>194</td>
<td>In-Depth Clients (5+ Hours Consulting)</td>
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<td>795</td>
<td>Training Attendees</td>
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<td>78</td>
<td>Training Events</td>
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<td>7</td>
<td>Success Stories</td>
</tr>
<tr>
<td>1164</td>
<td>Total Businesses Assisted</td>
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</table>
Exhibit D

2011 SBA/SBDC PROGRAM ANNOUNCEMENT
SMALL BUSINESS DEVELOPMENT CENTER

FY/CY 2011

PROGRAM ANNOUNCEMENT FOR RENEWAL OF THE COOPERATIVE AGREEMENT FOR CURRENT RECIPIENT ORGANIZATIONS

NO. OSBDC – 2011 – 01 FOR FY 2011
&
NO. OSBDC – 2011 – 02 for CY 2011

In order to be eligible as a Host Institution, any applicant must be a current recipient of SBA OSBDC funding. *For-profit businesses are not eligible for this award.*

Fiscal Year Proposals are to be posted to www.grants.gov by 9 P.M. E.S.T. on July 22, 2010

Calendar Year Proposals are to be posted to www.grants.gov by 9 P.M. E.S.T. on August 26, 2010

U.S. SMALL BUSINESS ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS
PROGRAM ANNOUNCEMENT

TABLE OF CONTENTS

SECTION I. FUNDING OPPORTUNITY DESCRIPTION
A. Program Overview .............................................................. 2
B. Introduction & Purpose ...................................................... 3
C. Program Requirements ...................................................... 4

SECTION II. AWARD INFORMATION
A. General Award Information .................................................. 10
B. Funding Information .......................................................... 10
C. Match Requirement ........................................................... 11

SECTION III. ELIGIBILITY INFORMATION
A. Eligible Applicants for this Cooperative Agreement (Mandatory Requirements) .............................................. 11
B. Ineligible Applicants for this Cooperative Agreement .......................................................... 11

SECTION IV. APPLICATION AND SUBMISSION INFORMATION
A. Required Application Format ................................................ 11
B. Treatment of Proposal Information ...................................... 19
C. Required Submission Dates ................................................ 20
D. Intergovernmental Review ................................................... 21
E. Funding Restrictions .......................................................... 21

SECTION V. APPLICATION REVIEW INFORMATION
Proposal Evaluation ............................................................... 26

SECTION VI. AWARD ADMINISTRATION
A. Award Notice ................................................................. 26
B. Reporting ........................................................................... 27

SECTION VII. AGENCY CONTACT(S)
A. Program Points of Contact .................................................. 38
B. Financial/Grants Management Contact ................................. 38
C. Peer Contacts .................................................................... 38

SECTION VIII. OTHER INFORMATION
A. Program Overview .............................................................. 38
B. Advance Understandings ....................................................... 42
C. Definitions ........................................................................... 50
D. Guidelines .......................................................................... 56
E. Online Counseling Services .................................................. 66
SMALL BUSINESS DEVELOPMENT CENTER
PROGRAM ANNOUNCEMENT

SECTION 1. – FUNDING OPPORTUNITY DESCRIPTION

A. PROGRAM OVERVIEW

1. Federal Agency Name: U. S. Small Business Administration, Office of Small Business Development Centers

2. Funding Opportunity Title: Office of Small Business Development Centers Program Announcement

3. Announcement Type: Initial

4. Funding Opportunity Number: Program Announcement # SBDC-2011-0001 or SBDC-2011-0002

5. CDFA Number: 59.037

6. Closing Date for Submissions: July 22, 2010 Proposal due to the OSBDC via electronic submission on www.grants.gov at 9 p.m. EST for Announcement No. OSBDC-2011-01; August 26, 2010; Proposal due to the OSBDC via electronic submission on www.grants.gov at 9 p.m. EST for Announcement No. OSBDC-2011-02

7. Authority: Small Business Act, Section 21(c)(3)(T) and Section 27 (15 U.S.C. §§ 648(c)(3)(T) and 654) (Title IX of Public Law 105-277, Public Law 108-447)

8. Funding Instrument: Cooperative Agreement

9. Funding: Funding is for fiscal 2011 or calendar 2011

10. Award Amount/Funding Range: Section 21 of the Small Business Act sets forth a formula by which funds are to be distributed among the States. This formula, for the most part, rests upon a per capita basis, subject to the amount of an appropriation in any given fiscal year. The preliminary funding amount for the SBDC program for fiscal 2011 is $107,500,000.00. The recipient organization receiving the Cooperative Agreement is required to match funding received on a 1:1 ratio. Match may also come through the SBDC network.

11. Project Duration: SBA intends to continue to fund the SBDC program annually, subject to availability of funds. However, an SBDC may not receive funding for future performance periods if there has been a clear showing of poor performance, improper activity affecting the operation and integrity of the SBDC, a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement (see 13 CFR 130.700) as incorporated into the Cooperative Agreement or has been denied Accreditation.
12. Project Starting Date: Approximately 90 days after closing date, but no later than October 1, 2010 for Announcement No. OSBDC-2011-01 and January 1, 2011 for Announcement No. OSBDC-2011-02

13. Proposal Evaluation: Proposals will be reviewed for sufficiency in meeting the requirements of the program as defined in 1
3 CFR 130.340. SBA may ask applicants for clarification on the technical and cost aspects of proposals.

B. INTRODUCTION AND PURPOSE

1. INTRODUCTION

The Small Business Development Center (SBDC) Program is the U.S. Small Business Administration’s (SBA’s) largest matching grant-funded service delivery network providing quality customer service to the small business community. The SBDC program has 63 recipient organizations known as Lead Centers—one in each state (four in Texas and six in California), the District of Columbia, Puerto Rico, the Virgin Islands, Guam and American Samoa and their corresponding Service Center networks. The SBDC program is a broad-based system of assistance for the small business community linking the resources of federal, state and local governments with the resources of the educational community and the private sector. In partnership with SBA’s Office of Small Business Development Centers (OSBDC) and district offices, the SBDCs develop programs and provide business management and other services that enhance the economic development goals and objectives of SBA and their respective states and their local funding partners.

2. PURPOSE

The SBDC Program is designed to provide high quality business and economic development assistance to small businesses and nascent entrepreneurs (pre-venture) in order to promote growth, expansion, innovation, increased productivity and management improvement. SBDCs must work collaboratively with assistance from SBA’s District Offices to coordinate their efforts to expand services and avoid duplication, particularly with other SBA-funded programs such as Women Business Centers (WBCs), SCORE, Veterans Business Outreach Centers (VBOCs) and U.S. Export Assistance Centers (USEACs). Where the SBDCs are located in communities with these resource partners, the SBDCs will coordinate with them in offering training and other forms of assistance to their clients. SBDCs are encouraged to fully utilize the resources of other federal, state and local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless but not duplicative business development assistance at every stage of their growth.

3. AUTHORIZING LEGISLATION

The Small Business Development Center (SBDC) Program is sponsored and partially funded by the U.S. Small Business Administration (SBA). The SBDC Program is governed by Section 21 of the Small Business Act, 15 U.S.C. § 648, and federal regulations, 13 C.F.R. Part 130. Although SBA is responsible for the general management and oversight of the SBDC program, a partnership exists between SBA and the recipient organization for the delivery of assistance to the small business community. SBDCs, under Section 21 of the Small Business Act (15 U.S.C. § 648), are required to provide counseling and training to small businesses including working with the SBA to develop and provide informational tools to support business start-ups and existing business expansion. In addition, pursuant to 13 CFR §130.340(c), SBA has identified certain Special Emphasis Groups (as defined in Section VIII, Part D, “Definitions”), to be targeted for assistance by SBDCs.
Per Section 21 of the Small Business Act, the national SBDC program is directed by the Associate Administrator for SBDCs (AA/OSBDCs) under the direction of the Associate Administrator for Entrepreneurial Development (AA/ED). The local SBA District Director (DD) is the primary contact for local direction of the delivery of services to the small businesses in each District Office area, and for monitoring and overseeing the SBDC Cooperative Agreement and the ongoing local operations. Therefore, the district director has the authority and is directly responsible for negotiating the Cooperative Agreement that will effectively deliver the services and achieve agency goals.

C. PROGRAM REQUIREMENTS

1. DEFINITIONS
Definitions are incorporated in Section VIII - Other Information.

2. PERFORMANCE MEASUREMENTS
SBA, along with the other Federal Government agencies, is increasingly more focused on proven results; short- and long-term planning and performance-based budgeting as measured by achievement of negotiated and agreed upon goaled outputs and outcomes. SBDCs are expected to provide in-depth, substantive, longer-term, outcome-oriented counseling and training that results in a substantial economic impact as measured by the successful creation and retention of businesses and jobs, capital infusion and increased company revenues.

SBA and the SBDCs have jointly identified the following performance goals for the SBDC program:

- Number of Single-year, Long-Term Clients (5 hours or more of counseling, contact and prep time);
- Number of new businesses created; and
- Dollar Amount of Capital Infusion which includes SBA loans, non-SBA loans and equity investment.

An additional performance measure which will not be goaled will be collected:

Number of Multi-year, Extended-Engagement Clients (5 hours or more of counseling, contact time only);

Data for performance goals/measurements are collected through EDMIS, SBA’s centralized data collection system. Annual goal numbers are negotiated with local district directors as part of the proposal submission process and, when approved by OSBDC, are incorporated into the Notice of Award. Approval of goals consists of OSBDC mapping the 63 network goal numbers with the most recent census, federal funding or other appropriate indexing tool/data to determine whether the goals developed correlate appropriately to population, business distribution and/or other factors. Where there are outliers, OSBDC will work with district directors and the affected SBDC to ensure an immediate change or to phase in, over an appropriate time period, the attainment of ideal milestone goals. While SBA loans are to be counted towards the SBDC capital infusion goal, SBDCs are not to be held accountable for SBA specific loan goals.

The Association of Small Business Development Centers (ASBDC) Accreditation Standards 4.1, 4.2 and 7.0 relate to the goals set forth above.

3. IMPORTANT PRIORITIES FOR SBDC RECIPIENTS IN FY/CY 2011:
- Participation in SBA’s economic stimulus and other economic recovery initiatives or programs;
- Increased focus on the following to be reported on in Section VI, B:
  - technology assistance -
• providing information and assistance to small businesses to increase their utilization of technology to improve business efficiency; and
• focusing and targeting SBDC assistance to innovative science and technology companies to enhance their high growth potential.

- Improving the level of international trade assistance offered;
- Participating, to the extent practical, in collaborative ventures to improve assistance to small businesses, i.e. Regional Innovation Clusters (RICs);
- working with faith-based and other neighborhood organizations as appropriate;
- providing contracting and procurement assistance, including 8(a) and veteran clients;
- providing assistance to veterans including:
  • marketing SBA’s Military Reservist Economic Injury Disaster Loan program; and
  • participating in the Department of Defense (DOD) Yellow Ribbon Reintegration Program.

- Continued participation in the ongoing three-year longitudinal ED Impact Survey through cooperation with SBA’s contractor(s) – particularly the provision of client data. Non-participation will constitute a finding under SBA programmatic reviews;
- Participation, to the extent practicable, in the FCC Broadband Plan;
- Assisting small businesses to prepare business continuity/disaster readiness plans;
- Enhanced on-line service delivery of SBDC services and use of web-based training as part of service portfolio;
- SBDC Lead Centers, as appropriate, should pursue a technology designation to provide a higher level of technology services to their clients and include a plan for achieving this as part of the application narrative; and
- Participation with SBA/ASBDC in developing and assessing counselor core competencies nationwide.

4. SBDC PROGRAM DETAILS

The statewide or region-wide SBDC organization is referred to as the “Lead Center” and manages and administers the small business assistance network, consisting of the Lead Center and its Service Centers.

The purpose of this cooperative agreement is to provide high quality business and economic development assistance (as defined by 13 CFR 130.340) to small businesses and prospective small businesses in order to promote growth, expansion, innovation, increased productivity and management improvement.

The SBDCs must employ their best efforts to ensure that their economic development and technical assistance services are available to all small business populations, including special emphasis groups [13 CFR 130.340(c)] such as minorities, women, Native Americans, 8(a) firms in all stages, veterans and service-connected disabled veterans, military reservists called to or who may be called to active duty, people with disabilities, individuals currently and formerly receiving public assistance, individuals in low and moderate income urban and rural areas and individuals located in HUB Zones. (See also Section VIII – part D, “Guidelines”).

Services to be provided by an SBDC must be negotiated with the SBA district office on an annual basis and must include the goals and initiatives of the SBA Administrator. The services provided must include statutory service requirements. Such services shall include the activities of the Lead Center (applicant) and all participating network members. Each applicant will be accountable to SBA for performing all services included in its proposal.

a. Statutorily Required Services
SBDCs are required to provide the following services:

(1) **On a non-fee basis, one-on-one confidential counseling:**
- Working with individuals to increase awareness of basic credit practices and credit requirements;
- Working with individuals to develop business plans, financial packages, credit applications and contract proposals;
- Working with the Administration to develop and provide informational tools to assist individuals with pre-business startup planning, existing business expansion and export planning;
- Working with individuals referred by the SBA District Offices and SBA participating lenders (Note: Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC’s acceptance of payment for the provision of counseling services.); and
- SBDCs must have counselor resources available to meet the needs of entrepreneurs throughout the SBDC’s designated service territory.

(2) **Technology transfer, research and development:**
- Assisting in technology transfer, research and development, including applied research and coupling from existing sources to small businesses, such as:
  - Working to increase the access of small businesses to the capabilities of automated flexible manufacturing systems;
  - Working through existing networks and developing new networks for technology transfer;
  - Encouraging partnerships between the small business and academic communities to help commercialize university-based research and development;
  - Introducing university-based engineers and scientists to their counterparts in small technology-based firms; and
  - Exploring the viability of developing shared production facilities under appropriate circumstances.

(3) **Rural Assistance:**
- Assisting small businesses in rural areas in an effort to increase their participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs, in cooperation with the U.S. Department of Commerce (DOC) and other relevant federal agencies; and
- The SBDCs may develop marketing and production strategies that will enable the rural businesses to better compete in the domestic market, provide technical assistance needed by rural small businesses, make available managerial assistance to rural small business concerns and provide information and assistance in obtaining financing for business startups and expansion.

(4) **Export Assistance:**
In cooperation with SBA’s Office of International Trade, the Department of Commerce and other relevant federal agencies—
- assist small businesses in exporting by identifying and developing potential export markets;
- facilitating export transactions;
- developing trade linkages between U.S. and foreign small business firms;
- assisting small businesses to participate in international trade shows;
- assisting small businesses in obtaining export financing; and
- facilitating the development or reorientation of marketing and production strategies.
- Where appropriate, the SBDC and the SBA may work in cooperation with state governments to establish a state international trade center for these purposes.
- Developing a program in conjunction with the U.S. Export Assistance Centers and local and regional SBA offices that will enable SBDCs to serve as an information network and to assist small business
applicants for trade finance programs, and otherwise identifying and helping to make available export financing programs to small businesses.

- Working with SBA’s USEAC personnel to conduct Export Trade Assistance Partnership (E-TAP) programs to help increase small business participation in international trade.
- Working closely with the small business community, small business consultants, state agencies, universities and other appropriate groups to make translation services more readily available to small business firms doing business, or attempting to develop business, in foreign markets.
- The SBDC may provide small business owners with access to a wide variety of export-related information by establishing on-line computer linkages between SBDCs, U.S. Export Assistance Centers, the Department of Commerce (www.export.gov) and their respective informational international trade databases.

(5) **Base Closure Assistance:**

- Assisting small businesses to develop and implement strategic business plans to timely and effectively respond to the planned closure or reduction of a Department of Defense (DOD) facility within the community, or actual or projected reductions in such firms’ business base due to the actual or projected termination or reduction of a DOD program or a contract in support of such program.

(6) **Regulatory Compliance:**

- Maintaining current information concerning environmental, energy, health, safety and other federal, state, and local regulations that affect small businesses and counseling small businesses on methods of compliance.
- Counseling and technology development shall be provided when necessary to help small businesses find solutions for complying with environmental, energy, health, safety and other federal, state and local regulations.
- Developing information publications, establishing resource centers of reference materials, making appropriate referrals to the SBA’s Office of the National Ombudsman and distributing compliance guides published under section 212(a) of the Small Business Regulatory Enforcement Fairness Act of 1996, PL 102-121.

(7) **Specific Informational needs:**

Providing specific informational needs and assistance, including:

- Coordinating and conducting research into technical and general small business problems for which there are no ready solutions.
- Providing access to comprehensive physical and/or electronic libraries that contain current information and statistical data needed by small businesses.
- Maintaining a working relationship and open communications with financial and investment communities, legal associations, local and regional private consultants and local and regional small business groups and associations in order to help address the various needs of the small business community.
- Conducting in-depth surveys for local small business groups in order to develop general information regarding the local economy and general small business strengths and weaknesses in the locality.
- Using and compensating qualified small business vendors, including but not limited to, private consulting engineers and private testing laboratories to provide services to small businesses.
- Maintaining lists of local and regional private consultants to which small businesses can be referred.
- Providing information and assistance to small businesses about establishing Drug-Free Workplace programs.
b. **SBA Required Services**

It is acknowledged that SBDCs receive funding from and must meet the mandates of its other funding sources. Despite these mandates SBA district directors and SBDC Lead Center directors should negotiate services to meet local needs as identified by a periodic needs assessment and integration of the results into the SBDC strategic plan for services including:

(1) **Entrepreneurial Development Services**
- Assisting manufacturing workers interested in starting their own business and working closely with the U.S. Department of Commerce, National Institute of Standards and Technology's Manufacturing Extension Partnership (MEP) Program to assist small manufacturers.
- Providing programs focused on existing businesses to assist them with growth and expansion.
- Developing, facilitating and/or leveraging appropriate distance learning programs and/or initiatives that can be utilized by small business clients, and where appropriate, other SBA resource partners.
- Using market research tools such as the SBDC Clearinghouse, also known as the SBDCNet, to assist in serving the needs of the small business community.
- Developing economic recovery programs and plans which include counseling of small business owners on ways and means to strengthen on-going business.
- Economic Development Involvement
- Participating in and actively supporting community development in the SBDC’s area of geographic responsibility. This includes coordination and involvement with all levels of government — federal, state and local in support of initiatives that strengthen the infrastructure of the community and ensure stability and equality in community-based economic growth and development. The private sector, including business and professional organizations, should be invited to become stakeholders in the development of the community. SBDCs should act as catalysts to initiate development projects beneficial to the community as a whole.

(2) **Government Contracting Assistance**
- Providing information and assistance to small business owners interested in pursuing federal, state and local prime contract and subcontract opportunities, including promoting SBA’s SBIR and STTR programs.
- Advising and assisting small business owners in developing and executing effective marketing and sales plans for targeting federal prime contracts.
- Working cooperatively with the Procurement Technical Assistance (PTAC) program.
- Helping 8(a) firms either directly or through the applicant’s affiliate in the area of contract education and assistance.
- Working with SBA District Offices in assessing the needs of 8(a) firms through SBA’s Business Development Assessment Tool (BDAT) and other means to provide the 8(a) firm with business management and other education, training and information.

(3) **Access to Capital and Other SBA Programs**
- Providing financial packaging and other financial counseling assistance; including assistance for disaster loans including the Military Reservist Economic Injury Disaster Loan program, Community Express, Export finance programs, Patriot Express and ARC finance programs.
- Providing access to tools and initiatives offered by SBA’s Office of Veterans Business Development (OVBD).
- Informing small business contractors about SBA’s Surety Bond Guarantee Program.
- Supporting the SBA Center for Faith-Based and Community Initiatives, as appropriate.
(4) **Underserved Markets**
- Providing outreach and service delivery to rural populations.
- Providing outreach and service delivery to new immigrant populations.
- Providing outreach and service delivery to urban and inner city populations.

The public documents mentioned herein identify target program goals and performance measures and link their achievement with the budget process. As participants in a grant program of the SBA, SBDCs should be familiar with overarching Administration and agency goals including:

- Government Performance Results Act of 1993 available at http://www.whitehouse.gov/omb/ingmt-gpra_gplaw2m/;
- SBA Five-Year Strategic Plan available at http://www.sba.gov/idc/groups/public/documents/sba_homepage/serv_strategic_plan_2006.pdf; and
SECTION II. – AWARD INFORMATION

A. GENERAL AWARD INFORMATION

1. PROJECT START DATE
The project start date is October 1, 2010 for states/regions responding to Announcement No. OSBDC-2011-01 and January 1, 2011 for states/regions responding to Announcement No. OSBDC-2011-02.

2. PROJECT DURATION
The period of performance for this grant is one year, with a corresponding one year budget period. The applicant organization may continue to receive annual SBDC Cooperative Agreements in future fiscal/calendar years, subject to continued program authorization, availability of funds, satisfactory performance and full accreditation.

B. FUNDING INFORMATION

1. FUNDING
Funding is subject to the availability of funds and the requirements enumerated in the Small Business Act. In the event that SBA is operating under a Continuing Resolution (CR) at the time of award, funding will be available during the period of the CR to the extent that funds are provided to the SBA, for this purpose, by the Office of Management and Budget. The amount available under the period of the CR may be less than the pro rata total anticipated amount of award.

Subject to the availability of funds and compliance with the terms and conditions of the cooperative agreement, SBA has the discretion to increase the award to an amount not less than an amount consistent with the authorized funding level under the Federal appropriations law. SBA may increase award funds for the total federal funding to the recipient not to exceed $80,000,000 but these amounts are not guaranteed.

2. FUNDING INSTRUMENT
The SBDC funding instrument is the Cooperative Agreement.

3. FUNDING RANGE
Section 21 (a) (4) (C) of the Small Business Act sets forth a formula by which funds are to be distributed.

There will be a combined total of 63 awards made for FY/CY 2011 under OSBDC 2011-01 and OSBDC 2011-02.

4. CANCELLATION
SBA reserves the right to cancel this Announcement, in whole or in part, at the Agency’s discretion.

5. CONTINUATION OF FUNDS
SBA intends to continue to fund the SBDC program annually, subject to availability of funds and the continued interest of the host. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, as measured by SBA. Poor performance is indicated by unsatisfactory oversight reviews (Program, Financial), accreditation issues, improper activity affecting the operation and integrity of the SBDC, and/or a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement (see 13 CFR 130.700).
C. Match Requirement

The organization receiving the Cooperative Agreement is required to match federal funding on a 1:1 ratio. Cash match in an amount not less than 50 percent of the federal funding is required. The remainder may be in the form of indirect and/or in-kind match. No portion of the match may be from federal sources (except applicable Community Development Block Grant funds). Program income (i.e. fees collected from clients and/or attendees for training) is also excluded as a source of matching funds. For protectorate areas – American Samoa, Guam and the US Virgin Islands - 48 USC Sec. 1469a requires the SBA to waive the match requirements on awards less than $200,000 and further provides the discretion to waive match for awards exceeding $200,000.

SECTION III. – ELIGIBILITY INFORMATION

A. Eligible Applicants for This Cooperative Agreement (Mandatory Requirements)

The eligible entities are defined in 15 USC § 648 which states:

That after December 31, 1990, the Administration shall not make a grant to any applicant other than an institution of higher education or a Women’s Business Center. Section 648 also states that the Administration shall require any applicant for a Small Business Development Center grant with performance commencing on or after January 1, 1992 to have its own budget and to primarily utilize institutions of higher education and Women’s Business Centers operating pursuant to section 656 of this title to provide services to the small business community.

Any organization which currently has an SBDC Cooperative Agreement with SBA’s Office of Small Business Development Centers remains eligible.

B. Ineligible Applicants for This Cooperative Agreement

The following applicants will automatically be considered ineligible and their applications will not be evaluated:

1. Any organization which does not currently have an SBDC Cooperative Agreement with SBA’s Office of Small Business Development Centers.

This includes, but is not limited to, entities identified in 13 CFR § 130.200.

SECTION IV. – APPLICATION AND SUBMISSION INFORMATION

A. Required Application Format

Proposals may be submitted for one year or for three years. Proposals must include the information listed in the following chart appropriate for the project year. An electronic copy of the proposal, for each twelve month budget period, must be provided to the SBA District Office for review and negotiation prior to submission to grants.gov. Following final negotiation with the district office, all proposals (narrative and forms) must be submitted electronically via www.grants.gov. Hard copy or other submissions will not be accepted. Specific application instructions, including those for file formatting, are provided at www.grants.gov. Some forms as noted in the following description of attachments are provided in the grants.gov application package for this funding opportunity. Others, as indicated, are available at www.sba.gov/sbdc. To retrieve these forms use the hyperlink SBDC Forms will direct you to the location on the OSBDC forms webpage. Or insert
"http://www.sba.gov/aboutsba/sbaprograms/sbdc/funding/sbdc_forms.html" in your web browser and click on Forms and Worksheets. List the attachments included in your proposal submitted through www.grants.gov. Complete header section containing name of SBDC, etc. when preparing this list (See Section IV, B).

**PROPOSAL ATTACHMENTS CHART**

<table>
<thead>
<tr>
<th></th>
<th>Single Year Proposal</th>
<th>Multi Year Proposal</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Year One</td>
</tr>
<tr>
<td>List of Attachments submitted through grants.gov</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Intent to Renew Option</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Letter from SBA District Office</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Narrative</td>
<td>✓</td>
<td>Prepare for the three year period.</td>
</tr>
<tr>
<td>Planned Milestone Accomplishments</td>
<td>✓</td>
<td>Submit for first year only.</td>
</tr>
<tr>
<td>SBDC Network Listing</td>
<td>Validate PIMS data</td>
<td>Validate PIMS data</td>
</tr>
<tr>
<td>This attachment now will be generated from PIMS (see page 16)</td>
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</tr>
<tr>
<td>Application for Federal Assistance SF-424</td>
<td>The Program Income Section on the Standard Form 424 (Application for Federal Assistance) should be left blank.</td>
<td>Provide for initial year. (To indicate Option Year funding you must complete Section E, SF 424A, &quot;Future Funding Period.)</td>
</tr>
<tr>
<td>Budget Information Non-Construction Programs SF-424A</td>
<td>Submit for Lead Centers (and each Service Center if standard SBDC Budget Justification format is not submitted). Leave blank line 7 (Program Income) on the Standard Form 424a (Budget Information – Non-Construction Programs) Do not add program income to line 6k. Program Income can be addressed in the proposal’s program narrative.</td>
<td>Submit for Lead Centers (and each Service Center if standard SBDC Budget Justification format is not submitted). Fill-in Section E, SF-424A, Line 16 only, Columns (b) First and (c) Second. The option year proposals are not due now but only when announced, during renewal period Year Two or Year Three. If your proposal is for a Single Year, LEAVE BLANK Section E, SF-424A.</td>
</tr>
<tr>
<td>SBDC line-item Budget Justification with details of the cost calculation and Personnel List</td>
<td>Submit for Lead and each Service Center.</td>
<td>Submit for Lead and each Service Center.</td>
</tr>
<tr>
<td>Indirect Cost Rate Agreements</td>
<td>Submit for lead and Service Centers</td>
<td>Submit for Lead and Service Centers claiming indirect costs</td>
</tr>
</tbody>
</table>

FY/CY 2011 -- Page 12
<table>
<thead>
<tr>
<th>Indirect Cost Allocation Worksheet</th>
<th>claiming indirect costs</th>
<th></th>
<th></th>
<th>Submit if provisional rates have changed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions SBA Form 1623</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Certification Regarding Drug-Free Workplace Requirements</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Certification Regarding Lobbying SBA Form 1711</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Disclosure Form SF-LLL</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>Cash Match and Program Income Certification Form</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Cost Sharing Proposal SBA Form 1224</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>Assurances Non-Construction Programs SF-424B</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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</table>

**NOTE: Intent to Renew.** In the spring of each year the Program Announcement will be made available on [www.grants.gov](http://www.grants.gov) and will indicate any programmatic changes or budgetary revisions that need to be made to the original proposal submitted to OSBDC. SBDCs wishing to exercise a renewal option must e-mail or fax the Letter of Intent to Renew to the program manager in OSBDC by the appropriate date as listed on the submission date page of this Program Announcement.

1. **Program Information**

**SBA Proposal Processing.** All SBDC funding proposals must be reviewed by and receive concurrence from the SBA district office(s) (District Director and/or Project Officer) in their geographic territory in advance of submission to OSBDC via [www.grants.gov](http://www.grants.gov) by the dates specified in this Program Announcement. A concurrence letter from the SBA District Director must be included in the proposal. If multiple SBA district offices are in the geographic area of the SBDC, one SBA district office project officer serves as the designated primary point of contact for the SBDC. That SBA project officer must obtain the concurrence and signature of all SBA district directors in the geographic territory before forwarding the proposal to headquarters (OSBDC). Within statutory and regulatory boundaries, goals must be jointly negotiated and agreed upon with the full participation of the District Director(s) and the SBDC Lead Center Director.

After the proposal has been received by OSBDC, and final approval obtained by the AA/OSBDC, all submission and/or revisions (if any) will be reviewed for programmatic and financial content and sufficiency by the appropriate OSBDC program manager and grants management specialist. SBDCs will be contacted by OSBDC if there are unresolved issues in the proposal/submission. If there are no programmatic issues to be resolved, the SBA program manager will recommend approval to the grants management specialist. The grants management specialist will review the budget and all fiscal documentation. Once determined that all costs are in compliance with applicable OMB cost principles, the grants management specialist will process and issue the Notice of Award.
a. **Program Narrative** (Provide this information in an attachment not to exceed 50 pages and the pages must be numbered.) The following must be included as part of this narrative:

- **Program Management**
  Provide a brief summary describing:
  1. the service area of the Lead and Service Centers;
  2. the methodology and justification for the service area resources distribution using, but not limited to, multiple factors such as population or business census, population/counselor distribution formulas, etc.);
  3. correlation of resource distribution to needs assessment studies; and
  4. the management and coordination of the SBDC throughout the state or area being served.

If applicable, describe plans for the addition of any new Service Centers or programs. As part of the management strategy, describe the staffing plan including management strategy for vacancies (interim measures and acceptable vacancy timeframes), general staffing policy as it pertains to key personnel (Lead Center directors and associate directors), desirable client wait time for counseling assistance and changes you anticipate making in the coming year. (Applicants applying for initial funding must describe how the SBDC plans to provide total state or regional coverage during a three-year period.) This section should include an explanation of the funds allocation philosophy and plans, if any, to adjust current funds distribution in accordance with that philosophy.

- **On-line Client Services**
  It is incumbent on all Federal Government agencies to increase use of available technology to improve services and streamline operations. The continued expansion and use of technology in all sectors of commerce today is creating new opportunities as well as placing increased demand on the SBDC program to provide greater access to services through web-based technology. SBA views the use of web-based technology as a means to increase outreach within existing budgets, access populations or areas otherwise difficult to reach, and offer services 24/7 when appropriate. Providing clients with tools and access to information on-line, should provide greater flexibility for SBDC counselors to provide counseling and other one-on-one activities with clients.

Recipient organizations must submit a project plan which uses web-based technology for direct client service delivery. Applicant organizations should review their level of web-based service delivery as defined by SBA in Section VIII, Part E of this Announcement. As part of the proposal narrative, applicants should describe how on-line service delivery is incorporated into their overall service delivery plan. Where possible and to reduce duplicative efforts, SBA’s Small Business Training Network (SBTN) at “www.sba.gov/training” should be used for on-line training. The project plan for online services should describe the current level of service and/or the approach being taken to progress to a higher level. This discussion should include the planned operating environment and the process to be taken to achieve it, including timelines, benchmarks, anticipated results, resources and budget.

- **Organization and Structure**
  Include an organizational chart for the total SBDC network. The chart must indicate the positioning of the Lead Center within the applicant organization and the department or division and person to whom the SBDC Lead Center Director reports.
• **Program Objectives**
  Provide a brief summary of major program objectives and ongoing programs, highlighting any new programs, special projects or activities. To facilitate reporting, categorize the information presented using the reporting titles listed in Section VI, Part B to the extent possible. (Success stories do not need to be included in the proposal.)

• **SBDC Scheduled Closures**
  Provide a listing of all scheduled SBDC Lead Center and Service Center closures, whether for holidays or shutdown of the recipient organization. Anticipated closures shall be included in the annual renewal application. Emergency closures shall be reported to the SBA project officer as soon as feasible to do so. SBDC service providers shall be open during the normal business hours of their sponsoring SBDC organizations.

• **Advisory Board**
  Each SBDC must establish an advisory board in accordance with 15 U.S.C. 648(j). The proposal must include a list of the members of the SBDC statewide/region-wide advisory board, including their titles and a description of the board’s responsibilities.

  A majority of the advisory board members must be representatives from small businesses or associations representing small businesses located throughout the entire area of service. Veterans, women, minorities and Native Americans should be represented, as appropriate. There should be regular periodic meetings each year. The SBA district director should be a non-voting member.

  The reasonable cost of travel of any board member for official board activities may be paid out of the SBDC’s budgeted funds. An SBDC’s proposal must include the date of its board’s most recent meeting.

• **Conflicts of Interest Policy**
  The proposal must include the SBDCs current -conflict of interest policy utilized throughout the SBDC network. See Section VIII, Part B, “Conflict of Interest” for guidance on content of the Conflict of Interest Policy.

• **Training**
  The proposal must include a list of the types of training to be offered during the budget period. To assist SBA, categorize the types of events to be offered on a quarterly basis by topic per line ten of SBA Form 888. Recipients will be expected to provide the SBA project officer with a quarterly calendar of training or access electronically to comparable information.

• **Personnel Resumes**
  The proposal must include resumes for any new key personnel directly employed by the SBDC (i.e., Lead and Service Center directors and special program directors such as for technology or International Trade) since the start of the last program year. It does not include trainers, counselors, or support staff.

• The SBDC contact designated to maintain information in SBA’s Partner Identification Management System (PIMS). Include name, title, phone number, and email address.

• **Other Funds**

FY/CY 2011 -- Page 15
The proposal must fully describe any other federal or state small business assistance programs, contributions or grant funds (excluding foundation accounts) managed by the SBDC network outside the SBA Cooperative Agreement. Include the source and amount of funds provided by each organization and the purpose for which the funds have been provided.

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. In addition, for each source of funds, documentation regarding 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.

SBDCs managing other small business programs outside the SBA Cooperative Agreement must maintain separate accounting/financial records to ensure a clear audit trail for the funds provided under the SBDC Cooperative Agreement. Costs may not be proposed or claimed for activities for the SBDC program, regardless of funding source, for which the scope of activity is inconsistent with this Program Announcement.

In accordance with 15 U.S.C. 648(a)(5), the AA/OSBDC must concur with all federal initiatives to be accomplished through the SBDC networks.

b. **Planned Milestone Accomplishments.** This spreadsheet is required from the Lead Center and shall separately list the goals for the Lead Center and all SBDC Service Centers, including specialty centers. The spreadsheet must include sections on “Major Program Objectives” and “Special Projects” for the network for each Service Center. The spreadsheet is available at [SBDC Forms](#).

c. **SBDC Network Listing.** The SBDC Network Listing shall be produced from SBA’s Partner Identification Management System (PIMS). PIMS must be kept current as it will generate the network listing for the proposal. Guidance on maintaining PIMS is in B. Reporting (see page 27).

2. **BUDGET INFORMATION**

Refer to Section IV, Part D “Budget Preparation and Funding” for additional instructions on how these forms are to be completed. OSBDC will provide SBDCs with projected funding levels to be used in budget preparation.

<table>
<thead>
<tr>
<th>Form</th>
<th>Instructions</th>
<th>Available at</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application for Federal Assistance (SF-424)</td>
<td>Please provide a complete street address. Do not use P.O. Box numbers.</td>
<td>grants.gov application package</td>
</tr>
<tr>
<td>Budget Information-Non-Construction Programs (SF-424A)</td>
<td>This form is required for Lead Centers (and Service Centers if the standard SBDC Budget Justification format is not submitted).</td>
<td>grants.gov application package</td>
</tr>
<tr>
<td>SBDC Budget Justification with narrative and Center Personnel List</td>
<td>This form is required for the Lead Center and each Service Center. Information should be submitted in the format provided (see the Sample SBA Budget Justification at <a href="http://www.sba.gov/sbdc">www.sba.gov/sbdc</a>). PLEASE NOTE: All categories on the SBDC Budget Justification Form must be addressed in the Budget submission. If it is necessary to change this format due to local</td>
<td>SBDC Forms</td>
</tr>
<tr>
<td>Indirect Cost Rate Agreements negotiated with cognizant agency</td>
<td>These agreements are required for Lead Center and Service Centers claiming indirect costs.</td>
<td></td>
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<tr>
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</tr>
<tr>
<td>Indirect Cost Allocation Worksheet</td>
<td>SBDC Forms</td>
<td></td>
</tr>
</tbody>
</table>
SBDC Budget Justification Instructions

The direct cost and indirect cost total must agree with the 424 and 424A.

| Personnel: | For each position of the SBDC, show federal, match, annual salary, number of months, level of effort in percentage and total amount used as the basis to estimate personnel costs. For key personnel, list name, position title and length of time current incumbent has held the position. For SBDC employees who are not key persons or personnel to be hired only position title is required. |
| Fringe Benefits: | Indicate the fringe rates approved by your cognizant federal agency for audits when available. If not available provide the schedule used. Do not include fringe cost in the total amount required for personnel. |
| Travel: | Provide purpose for in state and out of state travel. For local travel not requiring preauthorization provide total anticipated mileage and mileage rate. For travel requiring preauthorization, itemize destinations, mode of transportation, airfare or other transportation rates, number of trips, and number of travelers. Prior approval of the SBA is required for foreign and unplanned out-of-state (not in approved budget) travel. |
| Equipment: | List items costing at least $5,000 and having at least one year of useful life. The recipient organization must maintain an inventory of equipment purchased with program dollars including cost, location, and detailed description of each item. Equipment inventory must be made available upon request of SBA. |
| Supplies: | Show anticipated cost of supply items such as general office, operational, computer supplies, and other supply items costing less than $5,000. The recipient organization must maintain an inventory of controlled supplies of higher dollar value and high potential for loss such as computers, etc. and it must be made available upon request of the SBA. |
| Contractual: | Should Service Centers propose sub-contractual cost, please provide budget details, such as statement of work, number of hours and rate of pay. Separate budgets (i.e., form 424A and budget justifications) are only required for Lead Center subcontracts with individual Service Centers. Do not show indirect cost on contractual line. Service Center indirect cost must be shown on line j column 4 of the 424A. |
| Consultants: | There may be an error on form 424A showing a “construction” instead of a “consultants” category. Please indicate consultants cost on that line for construction. Specify the consultant’s purpose and indicate the number of hours and rate of pay. |
| Other: | This category may include, but is not limited to computer software, copying, postage, printing, publications, subscriptions, dues, telephone, conference fees, and office space (indicate square footage and rate). Do not list other items with zero amounts. |
| Indirect cost: | Indicate the indirect cost amount on budget justification line j and 424A, line 6j. Show indirect cost rate and method used to calculate indirect cost. You may obtain the Indirect Cost Allocation Worksheet from the SBDC website at SBDC Forms. You may break out Lead Center Indirect vs. Contractual (Service Center) Indirect on line 23, Remarks. A copy of the Indirect Cost Rate agreement (ICR) approved by your cognizant agency for audits must be provided, including the signature page of the agreement to support indirect charges. A rate no higher than that approved under the ICR may be used to calculate indirect cost. Do not include indirect costs as cash match or as in-kind contributions. If the Lead or Service Center does not have an indirect cost rate agreement, please contact the project officer at the SBA district office. |

3. CERTIFICATION FORMS AND ASSURANCES

FY/CY 2011 -- Page 18
<table>
<thead>
<tr>
<th>Form</th>
<th>Number</th>
<th>Available at:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions</td>
<td>SBA Form 1623</td>
<td>SBDC forms and worksheets</td>
</tr>
<tr>
<td>Certification Regarding Drug-Free Workplace Requirements</td>
<td></td>
<td>SBDC forms and worksheets</td>
</tr>
<tr>
<td>Certification Regarding Lobbying – must be completed by all applicants</td>
<td>SBA Form 1711</td>
<td>SBDC forms and worksheets</td>
</tr>
<tr>
<td>Disclosure Form</td>
<td>SF-LLL</td>
<td>grants.gov application package</td>
</tr>
<tr>
<td>Cash Match and Program Income Certification Form – includes certification of program income on hand</td>
<td></td>
<td>SBDC forms and worksheets</td>
</tr>
<tr>
<td>Cost Sharing Proposal</td>
<td>SBA Form 1224</td>
<td>SBDC forms and worksheets</td>
</tr>
<tr>
<td>Assurances-Non-Construction Programs</td>
<td>SF-424B</td>
<td>grants.gov application package</td>
</tr>
</tbody>
</table>

**B. TREATMENT OF PROPOSAL INFORMATION**

If the SBDC’s proposal contains confidential data, the SBDC must follow Part 102 of SBA’s regulations.

Unless otherwise specified, all financial, statistical, personnel and/or technical information and data which are furnished, produced or otherwise made available to the SBDC by its small business customers during the performance of this Agreement shall not be used for purposes other than performance of work under this Agreement. The above information received by the SBDC may be privileged and must not be released or disclosed by the SBDC without the prior written consent of the client unless otherwise required by law. If such information is requested in a legal proceeding, the SBDC must take the necessary precautions and legal recourse to protect privileged information.

P.L. 108-447, approved December 8, 2002, provides that client information can only be made available to SBA for legal enforcement action and financial audits. However, SBA is also allowed access to client data for obtaining program activity information or conducting client surveys.

No files or records will be removed from the premises of any government agency with which the recipient may work without the approval of the agency in possession of such documents. Publication of any information will be in accordance with OMB Circular A-110.

**C. REQUIRED PROPOSAL SUBMISSION DATES**

Each SBDC applicant is required to submit its proposal electronically via [www.grants.gov](http://www.grants.gov). Because there are some pre-conditions for submitting applications via [www.grants.gov](http://www.grants.gov), applicants are advised to allow for appropriate time to register their organization, if they are not currently registered. Specific instructions are provided on grants.gov for registering.

To ensure timely re-funding of SBDC continuing applications, the following time frames have been established for the submission of proposals throughout the SBDC/SBA network. Strict adherence to these time frames by both SBDC applicants and SBA personnel is imperative to allow the agency sufficient time to review and issue the Cooperative Agreement.
**SBDC Applicant’s Timeline**

**SBDCs funded on the federal FISCAL year**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 9, 2010</td>
<td>Proposal due via electronic submission from the SBDC applicant to project officer in the SBA district office – project officer, district director and SBDC applicant complete proposal negotiations. The proposal should include the proposed target goals to be used for goal negotiations.</td>
</tr>
<tr>
<td>July 16, 2010</td>
<td>Project officer submits target goals to OSBDC</td>
</tr>
<tr>
<td>July 22, 2010</td>
<td>Proposal due to the OSBDC via electronic submission on <a href="http://www.grants.gov">www.grants.gov</a> at 9 p.m. EDT closing time for program manager's review; Letter of Recommendation for Funding due from the SBA district director to OSBDC via e-mail and submitted with the proposal package.</td>
</tr>
<tr>
<td>September 15, 2010</td>
<td>Final proposal due from the Program Manager to the Grants Management Specialist for processing of the grant award.</td>
</tr>
<tr>
<td>September 22, 2010</td>
<td>Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be made within 90 days of notification to AA/OSBDC of the final program funding amount provided that a complete proposal has been received by the AA/OSBDC.</td>
</tr>
<tr>
<td>February 1, 2011</td>
<td>SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/OSBDC.</td>
</tr>
</tbody>
</table>

**SBDCs funded on the CALENDAR year**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 9, 2010</td>
<td>Proposed target goals submitted to project officer in the SBA district office – project officer, district director and SBDC applicant complete target goal negotiations.</td>
</tr>
<tr>
<td>July 16, 2010</td>
<td>Project officer submits target goals to OSBDC</td>
</tr>
<tr>
<td>August 13, 2010</td>
<td>Proposal due from the SBDC applicant to project officer via electronic submission in the SBA district office – project officer, district director and SBDC applicant complete proposal negotiations.</td>
</tr>
<tr>
<td>August 26, 2010</td>
<td>Proposal due to the OSBDC via electronic submission on <a href="http://www.grants.gov">www.grants.gov</a> at 9 p.m. EDT closing time for program manager's review; Letter of Recommendation for Funding due from the district director to OSBDC via e-mail.</td>
</tr>
<tr>
<td>October 28, 2010</td>
<td>Final proposal due from the program manager to the grants management specialist for processing of the grant award.</td>
</tr>
<tr>
<td>December 1, 2010</td>
<td>Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be within 90 days of notification to AA/OSBDC of the final program funding amount, provided that a complete proposal has been received by the AA/OSBDC.</td>
</tr>
<tr>
<td>March 1, 2011</td>
<td>SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/OSBDC.</td>
</tr>
</tbody>
</table>
D. INTERGOVERNMENTAL REVIEW

The SBDC program does not involve the mandatory payment of any matching funds from the state or local government and does not affect directly any state or local government. As appropriate, SBDC programs should comply with Executive Order 12372, “Intergovernmental Review of Federal Programs.”

E. FUNDING RESTRICTIONS

1. BUDGET PREPARATION & FUNDING

Administrative Requirements and Cost Principles
SBA will supply federal assistance funds for the SBDC’s operation. However, in order to qualify for assistance, the applicant (Lead Center) and/or its network participants, must provide, at a minimum, an additional amount (cash and in-kind match) equal to the federal dollars provided. Cash match in an amount not less than 50 percent of federal funding is required. The remainder may be indirect and/or in-kind match. No portion of the match may be from federal sources (except appropriate CDBG funds). Program income or fees collected from clients and/or attendees are also excluded from match. Cash match shall not include indirect costs, overhead costs or in-kind contributions.

When making sub-awards, administrative costs incurred for establishing technical needs, determining qualified candidates, issuing requests for bids, evaluating replies and selecting an awardee may be claimed as indirect costs according to 2 CFR Part 220 (OMB Circular A-21). The Circular allows these incremental Facilities and Administrative costs on the first $25,000 to be claimed one time in the indirect cost base for each subcontract or sub-award. It is not appropriate to claim these costs when obtaining annual funding to continue the sub-award. These costs only may be claimed when an open, competitive bidding process was involved in issuing the sub-award that included the aforementioned administrative costs.


Budget Preparation
SBDCs submitting multi-year proposals must refer to Section IV, Part A “Required Application Format”, for specific procedures.

The budget proposal must also show the total cost of the program as proposed in Section B of SF-424A (rev. 7/97). Such costs include personnel, fringe benefits, travel, consultants, equipment, supplies, and contractual costs. (Refer to SF- 424A, “Budget Information - Non-Construction Programs” Rev. 7/97 and budget justification instructions).

Although “Program Income” appears on the Standard Form 424 (Application for Federal Assistance) it is not added into the "Total Estimated Funding" line of the Standard Form 424 and should be left blank. Leave blank the “Program Income” line on the Standard Form 424A (Budget-Information – Non-Construction Programs) as it is not to be added into 6.k. Additionally, program income costs must not be included with costs totaled within the budget narrative. Program income should be addressed in the proposal’s program narrative.
For those SBDCs operating separate International Trade Centers, Procurement Centers or other specialty type centers as part of the Cooperative Agreement, the budget proposal must include a separate budget and milestone chart.

**Travel**
The budget proposal must include a description of the out-of-state (region) travel proposed, indicating estimated costs, number of persons traveling, and purpose of travel.

All travel performed as part of this Agreement must be in accordance with SBDC program objectives and in compliance with the recipient’s travel policy and governed by 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122), or 2 CFR Part 225 (OMB Circular A-87), as applicable. (Refer to Section VIII - Advance Understandings for prior approval requirements governing out-of-country travel.)

**Payment of Dues**
The budget proposal must also show the total amount of Cooperative Agreement funds (both federal and non-federal) the SBDC intends to allocate for payment of dues to professional associations, including the ASBDC. All dues allocated for membership in the ASBDC and/or other professional associations must be thoroughly documented and justified and include a detailed explanation of the benefits to the SBDC program derived from this expenditure. Where federal funds have been used to pay Association dues, the SBDC must be able to document that the expenditure was reasonable and necessary to the SBDC based upon the benefits derived. In addition, all memberships purchased with project funds must be in the name of the recipient rather than in the name of an individual.

**Lobbying**
There is a broad federal restriction on all grantees of the Federal Government, which prohibits the use of federal appropriated funds to lobby Congress or agencies concerning certain specified federal actions. [31 U.S.C. § 1352 (also known as the Byrd Amendment)] In addition, 2 CFR Part 230 or 2 CFR Part 220 (OMB cost circulars (A-122 at §25 and A-21 at §24 )) provide that lobbying activities are generally unallowable costs. Reference should be made to the OMB Circulars, which set forth the unallowable activities as well as the limited activities that are allowed.

**Treatment of Service Center Costs**
The budget must specify which costs will be paid by federal dollars, cash- and non-cash match. This applies to costs incurred by Service Centers as well as recipient costs.

The budget proposal must describe the financial resources offered by the applicant. The amount and source of funds being provided as match must be clearly indicated; i.e., state, university and private sector funds- distinguishing between cash match, indirect match and in-kind match. In-kind match contributions must be fully explained to show how their value is determined.

Should the applicant desire to present Service Center costs in their proposals that are co-mingled within the applicant’s budget elements (i.e., personnel, fringe, travel, equipment), it must provide SBA with additional individual Service Center budgets that include a breakout of each budget element. The breakout should include individual Service Center proposed costs that are charged to the recipient, including indirect costs and their applicable indirect cost base and rate.

If an applicant proposes service costs under the applicant’s contractual budget element, then SBA requires that separate Service Center budgets also be provided with a breakout by line item, including the amount of federal dollars to be allocated to each Service Center, as well as indirect cost with applicable
cost base and rate. If the Service Center proposes sub-contractual costs, supporting budget details such as a statement of work, the number of hours and rate of pay must be provided.

A separate spreadsheet with expenses for the entire SBDC network must be submitted to capture and summarize the total expenditures for each budget element/object class category. The object class categories on the spreadsheet will show the total personnel, fringe benefits, travel, equipment, consultants, supplies, indirect cost and other. The contractual line item will not contain the Lead Center expenditures for Service Centers but will contain any other Lead Center contractual items and all contractual items in the Service Center budgets.

**Indirect Costs and Overhead**

To propose and subsequently claim indirect costs, applicants must furnish their current indirect cost rate agreement as negotiated with their cognizant federal agency, their indirect cost rate agreement certified by their state governmental unit and approved by their cognizant federal agency, or another rate calculation approved by SBA, as well as those agreements for participating Service Centers. The negotiated rate in effect at the time of the initial award should be used throughout the entire award period covered by the proposal. Indirect costs cannot be claimed for the Lead Center or for Service Centers that do not furnish approved cost rate agreements applicable to the proposed funding period. Costs may not exceed the amount allowable under the approved indirect Cost Rate Agreement furnished with the proposal. Indirect costs claimed should not exceed the amount of the approved budget on the Notice of Award without prior written approval of the SBA Grants Management Specialist.

Entities currently without a rate agreement negotiated with a Federal agency may request the SBA Project Officer to provide a rate agreement of 24% for use only in the SBDC program. Any agreements subsequently negotiated with a federal agency will supersedes the SBA agreement. For entities using an SBA provided Indirect Cost Rate Agreement for the SBDC program, the following terms apply:

- These terms are to assist in identifying and clarifying those costs considered to be “general administrative and general expenses” noted in 2 CFR 220.E (OMB Circular A-21), 2 CFR 225 (OMB Circular A-87) and 2 CFR 230.C (OMB Circular A-122). They form the basis for this SBA Indirect Cost Rate Agreement and subsequently may not also be included as direct costs against the award when the SBDC Indirect Cost Rate Agreement is used.
- Cost pools underlying the Indirect Cost Rate Agreement include personnel compensation and benefits for positions or for activities which are not (1) in direct support of the SBDC program goals and objectives and (2) under the direction or supervision of the key person identified in the Cooperative Agreement as responsible for program performance at the respective host entity.
- Examples include, but are not limited to, those expenditures allocable to human resources and accounting departments, sponsored project staff, corporate marketing staff, controllers, deans, chief executives and presidents of colleges and universities.
- Non-personnel costs such as audits, supplies, materials, insurance, and other services and operating costs allocable to administrative departments and to the activities of the host entity are considered part of the “general and administrative cost pool” and thus may not also be directly charged.

F&A costs may not otherwise be charged, directly or indirectly, to the cooperative agreement or claimed as non-cash match contributions without the incorporation of an approved Indirect Cost Rate Agreement, either from a cognizant agency or from the SBA as described here.

**Justification of Costs**

All costs proposed require justification and narrative explanation for the Lead Center and each Service Center. Applicants must furnish their current indirect cost rate agreement as negotiated with their cognizant federal agency or other rate calculation approved by SBA, as well as those agreements for
participating Service Centers. The negotiated rate in effect at the time of the initial award must be used throughout the approved award period except for provisional rates. Rate changes will take effect at the beginning of the next budget period. Indirect costs cannot be claimed for the Lead Center or Service Centers that do not furnish approved cost rate agreements applicable to the proposed funding period. Costs must not exceed the approved rates furnished with the proposal. Indirect costs claimed must not exceed the amount presented on the Notice of Award without prior written approval of the SBA Grants Management Specialist.

Miscellaneous or Contingency Costs
No miscellaneous or contingency costs may be included in the budget. Contributions to a contingency reserve or any similar provision made for unforetold events are unallowable. All proposed costs must be included in the specific line items and fully justified. All forms contained in the financial application package must be completed accurately and in full.

Subcontracting
All subcontracting awarded as a result of this Agreement will be in accordance with 2 CFR 215.40-215.48, 13 CFR 143.36 and 13 CFR 143.37 as applicable to the entity.

Proposal Costs
This request does not commit the Government to pay any costs incurred in the submission of a proposal.

2. **Financial Guidelines**

Carryover Requests
The SBDC Lead Center Director may request approval to carry over an unexpended balance of federal funds to the next budget period. Carryover of unexpended funds is permissible only if the funds are to be used for a project or activity not included in the next year's SBDC agreement, is within the scope of the SBDC program and the request is in the best interest of the Program. Funds should be expended in the year awarded; however, carryover requests will be considered on a case-by-case basis. Carryover requests must consist of the following: (1) SF-424, budget pages, and justification; (2) narrative indicating why the funds were not expended during the period in which they were awarded; (3) SBA District Office approval; and (4) evidence of match.

The match requirement for carryover funds can be met by using overmatch from the current budget year, an increase in funds pledged by the SBDC or overmatch from the year funds were carried over or a combination of both.

A carryover request must be made within 90 days of the close of the performance period and must be supported by the final SF-425 when submitted or it will not be considered. Approved carryover requests require the issuance of a revised Notice of Award. The Lead Center must document that carryover funds are spent to support the activities outlined in the carryover request; carryover requests will only be approved with proper justification. Expenditures for the carryover requests must be accounted for separately from current year funds. All financial reports, pay requests and other correspondence relating to the carryover funds must reference the federal document number assigned to the funds carried forward. Those states desiring to carryover funds that they have transferred under the ten percent rule, (Notice of Award, Prior Approval, item 4c), must obtain approval from the OSBDC prior to year end.

Use of Program Income
Program income must be used to further the objectives of the SBDC program and cannot be used for other purposes. SBDCs must expend any program income exceeding 25 percent of the SBDC's total budget (SBA federal funds and matching funds) by year end. Any remaining program income may be
carried over to subsequent budget periods to be used 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 (Program Income Report). The SBDC will include as an attachment to the SF 425, the SBA Form 2113 and a narrative description of how program income was used to further eligible program objectives.

Cash Match Requirement
Each SBDC applicant must ensure that no less than fifty percent of the required contribution will be in cash. This cash outlay must not include indirect costs, in-kind contributions, or program income derived from activities supported in whole or in part with federal or match funds. Direct cash match committed by the applicant organization or Service Center (i.e. personnel services, fringe benefits, consultants) may be included in the cash match only to the extent that these costs were committed as part of the specific direct line item costs verified by the Certifying Representative prior to funding.

Further, the cash match shall not include: (1) funds contributed from other federal sources [see exception below], (2) program income or fees collected from recipients of assistance, whether collected by the Lead Center, Service Centers or any other participants in the SBDC network; or (3) amounts committed by the applicant organization for unidentified and/or contingent costs in the budget proposal.

There is one exception to the disallowance of federal funds as cash match. Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development are allowed when: (1) the SBDC activities are consistent with the authorized CDBG activities for which the funds were granted; and (2) the CDBG activities 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.

When an SBDC manages another, non-SBA funded small business program which has a program scope consistent with the SBDC program, personnel compensation and benefit costs of the program may be counted as match provided that the funds for the program did not originate from another Federal agency. See CDBG section above for exceptions where Federal funds are allowed to be used as match.

The cash match must be committed up front and identified by source, amount, and account number in the SBDC budget proposal. In addition, the contributors, requirements, specifications or deliverables must be clearly identified in the proposal. The cash match account (as well as SBA federal funds) allocated to the SBDC program, must be under the direct management of the SBDC Lead Center or Service Center Director. However, SBDC organizations are not required to establish separate bank accounts solely for SBDC purposes. The availability of this cash contribution for SBDC program operations must be certified by the official from the applicant organization who signs the Federal Assistance Form (SF-424).

If the state is providing part of the cash match, the Certifying Representative must verify that these funds have been appropriated prior to award of the Cooperative Agreement. However, in situations where state appropriation cycles prohibit total compliance prior to award of the Cooperative Agreement, the Certifying Representative shall verify that sufficient upfront cash match will be available from the state or other sources, prior to any withdrawal of federal funds.

SBA Requirement for Allocation of Federal Funds
SBA requires that at least 80 percent of federal dollars provided through the Cooperative Agreement must be allocated to the direct costs of the program.
SECTION V. -- APPLICATION REVIEW INFORMATION

PROPOSAL EVALUATION

A. Applicant Screening
Applications will first be screened to determine if the applicant meets stated mandatory eligibility requirements. SBA will not evaluate applicants that do not document in their application that they meet these requirements for participation in the SBDC program. Submissions will only be accepted via www.grants.gov. Submission via other electronic mediums will not be accepted. Hard copies will also not be accepted.

B. SBA AND SBDC DUTIES AND RESPONSIBILITIES

SBA Responsibilities
The OSBDC is responsible for:
- Mailing the renewal letter and Program Announcement to the SBDC Lead Center director.
- Reviewing any changes to the proposal.
- Resolving any outstanding issues not resolved by the District Office under the Disputes Policy (See 13 CFR § 130).
- Approving the proposal and issuing the Notice of Award.
- Conducting programmatic and financial reviews.

The SBA district office is responsible for:
- Negotiating the proposal with the SBDC Lead Center director incorporating district office and agency priorities, including target goals.
- Reviewing and initially approving the proposal.
- Submitting a letter of approval of the proposal by the district director to the AA/OSBDC via the SBDC program manager by both e-mail and in the electronically submitted proposal via www.grants.gov.

SBDC Responsibilities
The SBDC is responsible for:
- Preparing the proposal, in concert with the SBA district office, including milestones, target goals and a short summary of the status of the current year's accomplishments.
- Electronically submitting and negotiating the proposal with the SBA District office.
- Submitting an electronic version of the proposal via www.grants.gov by the deadline listed in Section IV, B.

SECTION VI. -- AWARD ADMINISTRATION INFORMATION

A. AWARD NOTICE

All applicants will receive a written notification relative to continuation of funding for the award recipient.
B. REPORTING

1. REPORTING REQUIREMENTS

All SBDC’s are required to report program data through SBA’s EDMIS system. EDMIS serves as a centralized data collection system. While SBDCs may, if they feel the system meets all of their MIS needs, use EDMIS as their primary MIS, they may also choose to maintain existing or complementary systems should they individually require more extensive data collection needs than that of the SBA.

All SBDCs must be fully capable of either manually entering data or uploading batch files to the EDMIS system. SBDCs are required to upload all data they have collected via the SBA approved data collection tools (Form 641, Parts I, II and III and Form 888) except as precluded by statute.

**PIMS Maintenance:** SBA requires that Lead Center SBDCs maintain their center and Service Center information in SBA’s Partner Identification Management System (PIMS), which interfaces with EDMIS. OSBDC will use PIMS to generate the network listing which will be used during review of the SBDC proposals. The Lead Center shall keep addresses, and contact information up to date for all service delivery points (excluding locations served by circuit riders). SBDCs must update PIMS within 10 days when changes occur in contact information such as physical addresses for Lead and Service Centers, telephone numbers, fax numbers, e-mail and website addresses. SBDCs shall assign a person to serve as their designee for the PIMS partner update rights and provide this individual’s contact information (including Name, Title, Phone Number, Email address) to their SBA district office and their program manager at the Office of Small Business Development Centers (OSBDC).

Update rights include the ability to make edit changes as stated above but do not include the right to add new centers or close out (delete) existing centers. SBDCs shall not overwrite records for closed centers. If your network centers are added or closed OSBDC/SBA shall be notified within 10 days for PIMS to be updated.

2. REQUIRED SBA REPORTS

All SBDC recipients must provide the required reports to SBA. All reports must be filed on time and failure to file timely may result in processing delays for reimbursement requests.

The required reports are:

a. **SBDC Quarterly Counseling and Training Reports (EDMIS Summary)**

b. **Federal Financial Report, SF-425 with required attachments**

c. **Semiannual Performance Report**

d. **Annual Performance Report**

e. **Economic Impact Data Report**

FY/CY 2011 -- Page 27
3. **REPORT DESCRIPTIONS**

a. **SBDC Quarterly Counseling and Training Reports (EDMIS Summary)**

DUE: No later than 30 days after the close of the applicable quarter.

All data collected from the Form 641, Parts I-III (except as precluded by statute) are to be reported through EDMIS as part of this quarterly reporting requirement.

b. **Federal Financial Report, SF-425**

Lead Centers must submit: Financial Report (Standard Form 425). An original report, signed by the authorized representative of the recipient organization, must be submitted to their respective SBA Project Officer in the SBA District Office. The SBDC Lead Center must electronically submit the report via email in PDF format or facsimile to the Grants Management Specialist in the OSBDC at SBA Headquarters. A recipient’s failure to comply with this paragraph in a timely manner can result in delayed processing of payment requests.

Now SBDC Lead Centers: required to report 30 days after the close of each quarter for the first three years of operation, with the exception of the final report which is due 90 days after the completion of the budget period. Centers in existence over three years are only required to report semi-annually.

The final report must include the SF 425 package which consists of the following:

- SBDC approved SF 425;
- Spreadsheet in support of the SF 425;
- Schedule of indirect cost reporting, Federal portion, and waived indirect on the SF 425;
- SBA Form 2113;
- Spreadsheet in support of the SBA Form 2113; and

Note: The SBDC must report all recipient shares of outlays; cash, in-kind and waived portion of indirect. The waived portion of indirect cost should not be included for in-kind match.

The SBDC must report all unliquidated obligations (if any) on Form 425 and obligations must be liquidated no later than 180 days 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.

c. **Semi-annual Performance Reports:** Due 30 days after the end of the 2nd quarter. The semiannual report shall not exceed 20 pages. The semiannual Performance Reports shall address the SBDC’s major activities and objectives in a brief narrative. It shall include a discussion on the progress made toward achieving those objectives. These reports shall be a summary of the activities, events or achievements in these reporting categories with accompanying management analysis. They shall not be a recitation of actual events, center-by-center.

The SBDC shall submit an electronic version of the semiannual Performance Report to the SBA Project Officer within 30 days after completion of six months operation. The Project Officer shall review this report and furnish an electronic copy to the OSBDC. All SBDC network partners who have been in the program less than three full fiscal or calendars year cycles must
submit quarterly reports which include the same content outlined for the semiannual reports. To avoid problem with electronic email size limitation, a URL will be provided during the year by SBA to the SBDCs and project officers for transmission of electronic reports over 5MB.

Activities should be reported in the following sequence, exclude activities not proposed in the application and include any additional categories. Those marked with an * are those pertaining to SBA "national priorities."

0100 ADVOCACY
0200 CAPITAL FORMATION, including technical assistance for Community Express
0300 *INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE
0400 INTERNATIONAL TRADE
0500 *MINORITY SMALL BUSINESS DEVELOPMENT, including 8(a) assistance
0600 RESOURCE DEVELOPMENT
0700 *PROCUREMENT
0800 SPECIAL EMPHASIS GROUPS
0900 *ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES
1000 RESEARCH
1100 OTHER ACTIVITY
1200 SUCCESS STORIES
1300 TRAVEL
1400 PROBLEMS
1500 FINANCIAL REPORTS
1600 WOMEN-OWNED BUSINESSES
1700 *ECONOMIC IMPACT – (may be eliminated from semiannual Performance Reports)
1800 VETERAN AND SERVICE CONNECTED-DISABLED VETERAN - OWNED BUSINESSES, RESERVISTS ON ACTIVE DUTY AND OTHER RESERVE COMPONENT MEMBERS OF THE U.S. MILITARY
1900 *MANUFACTURING
2000 *ONLINE ACTIVITY

(See Reporting Category Definitions for further descriptions of information to be included.)

d. Annual Performance Report:
Due within 90 days after the close of its budget period. Failure to submit this report accurately and in a timely manner could jeopardize future funding. This report shall not exceed 40 pages in length and should include

- An overall summary of efforts in delivering the core services in the Cooperative Agreement for the full budget period, in the form of a brief narrative description and management analysis. Include a discussion of performance measurements achieved as well as an explanation of those objectives or measurements not fully met. These reports should be a summary of the activities, events or achievements in these reporting categories with accompanying management analysis. They should not be a recitation of actual events, center by center.
• An analysis and brief narrative of the impact of the activities conducted reported in accordance with the requirements of the semi-annual Performance Report detailed under #3.3. above shall include:
  o A description of any new resources developed by the SBDC.
  o Overall observations, difficulties encountered and recommendations for improving SBDC services.
  o Economic impact data (e.g., jobs created and retained, taxes paid, growth in sales and customer satisfaction)

The SBDC must provide an electronic version of the annual programmatic report to the SBA project officer within 90 days of completion of the budget period. (Unless otherwise notified by SBA, this report should be in the same format as the semiannual report and should represent the consolidated effort of the entire SBDC network. Third and fourth quarter information should be included as necessary). The SBA project officer shall review these reports and document comments on a Grant/Cooperative Agreement Monitoring Statement and provide a copy of the statement to the SBDC Lead Center director and the OSBDC program manager at SBA headquarters.

This report shall be sent to OSBDC electronically by the SBA project officer as discussed in paragraph VI. B. 3. c.

c. **Economic Impact Data Report Due:**
Within 90 days after the close of its budget period.

These data are to be incorporated into the Annual Performance Report of each SBDC network. SBDC Year-End Impact Data Collection: Calendar year-end and fiscal year-end impact data reporting formerly submitted through the SBDC intranet site is required to be reported through the appropriate data entry screen in EDMIS.

This year-end report requirement does not negate the requirement that client-by-client impact information be submitted quarterly through EDMIS for client status updates on Part III of Form 641.

SBDC Lead Center directors must ensure they receive this data from all Service Centers and that the data is reported in Section VI, Part B, #1700, of this Announcement.
### ECONOMIC IMPACT REPORTING

<table>
<thead>
<tr>
<th>Quarterly Economic Impact Data Reporting to EDMIS (uploads from Form 641)</th>
<th>Annual Economic Impact Data Report (via EDMIS Impact Screen)*</th>
<th>Semiannual Performance Report and Annual Performance Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Due</td>
<td>Quarterly through EDMIS</td>
<td>90 days after close of budget period</td>
</tr>
<tr>
<td>Updates on counseled clients who opened a business</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>SBA Guaranteed Loan Data</td>
<td>✓</td>
<td>Include 641 data</td>
</tr>
<tr>
<td>Non-SBA Loan Data</td>
<td>✓</td>
<td>Include 641 data</td>
</tr>
<tr>
<td>Equity Capital Data</td>
<td>✓</td>
<td>Include 641 data</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>✓</td>
<td>Include 641 data</td>
</tr>
<tr>
<td>Jobs Retained</td>
<td>✓</td>
<td>Include 641 data</td>
</tr>
<tr>
<td>Customer Satisfaction</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Growth in Sales</td>
<td>✓</td>
<td>Include 641 data</td>
</tr>
<tr>
<td>Tax Revenue (State)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Tax Revenue (Federal)</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

*Impact data at a minimum should reflect what was included on the 641 but may be greater based upon additional impact from training efforts provided to clients.

### 4. REPORTING CATEGORY DEFINITIONS

When reporting on any item you must include results/impact of activities. (Example: Provided procurement contract matches to 100 clients, of which 50 received awards totaling $50 million. This moved the state from 49th place to 45th place in receipt of government contracts.) Provide reports in MS Word format (non-PDF file). Those marked with an * are those pertaining to SBA “national priorities.”

<table>
<thead>
<tr>
<th>Category</th>
<th>Definition</th>
</tr>
</thead>
</table>
| 0100 ADVOCACY | Demonstrate delivery of the following:  
- Support for small business interests within the SBDC's jurisdiction to improve the climate for small business and contribute to the vitality of the small business sector.  
- Include, as appropriate: public speeches, testimonies before state and/or federal legislatures and small business week activities. |
| 0200 CAPITAL FORMATION | Demonstrate delivery of the following:  
- Develop or assist in developing capital for small businesses (e.g., loans, microloans, grants, Community Express).  
- Developing close linkages with SBICs, venture capital firms, Certified Development Companies (CDCs) and state and local finance programs. |
| 0300 INNOVATION AND | Demonstrate delivery of the following: |
| TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE | Identifying innovation and technology developed by the Federal Government and/or academic organizations having commercial or practical potential and alerting industry and state and local governments to its availability.  
| Transferring expertise and equipment available from the Federal Government to the private sector  
| Transferring innovation and technology from business to business, SBIR activities, etc. Note in particular, any collaboration with the National Institute of Standards and Technology (NIST), and with the Environmental Protection Agency (EPA) for multi-media pollution prevention, Clean Air Act and other environmental assistance activities.  
| Providing information and education on the use of technology in everyday business activities or processes (See Section VIII D, XXII). |
| 0400 INTERNATIONAL TRADE | Demonstrate delivery of the following:  
| Promoting increased exports by small businesses such as: supporting Export Assistance Centers (USEACs); evaluating small business firms’ export capabilities; assisting with a client’s export related financing needs, providing counseling, training and outreach assistance including conducting USEAC E-TAP programs and other co-partnership events; partnering with public and private sector organizations involved in export development; data base development; match services and market research; and participating in World Trade Week. |
| 0500 MINORITY SMALL BUSINESS DEVELOPMENT | Demonstrate delivery of the following:  
| Helping minorities participate in the free enterprise system such as: working on Asian American initiatives; Black or African-American initiatives; Hispanic American initiatives; Native American initiatives; Native Hawaiian or Pacific Islanders initiatives; assisting 8(a) clients in the developmental stage and other stages; and linking minority clients with other assistance opportunities and conferences. |
| 0500 RESOURCE DEVELOPMENT | Demonstrate delivery of the following:  
| Collaborating with funding or other partners to assist the SBDC in its mission through recruiting, developing and overseeing private and public resource organizations/individuals for the purpose of providing business development counseling, training and outreach efforts.  
| Address key partnerships and collaborations throughout the network and the type of interaction or relationship enjoyed. |
| 0700 PROCUREMENT | Demonstrate delivery of the following:  
| Fostering opportunities for increasing small business’ share of procurement dollars spent by the government and private sector through conferences, computer matching services such as SBA’s “Business Matchmaking,” assistance to Certificate of Competency businesses and prime contractor outreach. |
| 0800 SPECIAL EMPHASIS GROUPS | Demonstrate delivery of the following:  
| Assistance to: people with disabilities; Native Americans; young entrepreneurs; targeted associations; industry groups and other groups identified by SBA and/or the SBDC. (Note: Report minority, veteran and service connected-disabled veteran and women’s efforts separately under Minority Small Business Development, Veteran and Service Connected-Disabled Veteran Owned Business and Woman Owned Businesses.) |
| 0900 ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES | Demonstrate delivery of the following:  
| Activities that are not specific to an individual client, do not fit in other categories, and are aimed at supporting/strengthening the economic environment in the SBDC’s territory.  
<p>| Areas reported on may include Agri-Business, Rural Development, Community Development, corporate downsizing or plant closing assistance, Convention/Tourism and Incubators. |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1100    | Demonstrate delivery of the following:  
- Research efforts aimed toward assisting small businesses and economic development such as database development and needs analysis.                         |
<p>| 1200    | Provide information regarding any efforts which do not fit in the categories above such as participation in RICS or broadband efforts. Describe and provide information about any SBDC &quot;best practices&quot; to be used by SBA and archived in the Clearinghouse. This also may include dissemination of basic business information as well as any specific information requested by the SBA Project Officer and mutually agreed upon with the SBDC Lead Center Director. |
| 1300    | Report at least three examples of assistance provided in which tangible results occurred. Include a description of the business, the problems encountered, the assistance provided, the resources used, and the actual or expected results including economic impact. A signed statement from the success story client(s) of his/her consent for use of the success story by SBA must be kept on file. (SBA can provide a sample form if one is not available locally.) |
| 1400    | Provide a description of any unplanned or unbudgeted out-of-state travel for Lead and Service Centers not disclosed in the Cooperative Agreement.                                                                 |
| 1500    | Provide a description of any and all problems that have significant impact on the program or program objectives.                                                                                            |
| 1600    | Furnish copies of FF-425, SBA Form 2113 and any requested attachments as required.                                                                                                                        |
| 1700    | Describe briefly collaboration the Women's Business Centers (WBCs) and any seminars or specialized counseling approaches or other activities aimed at women entrepreneurs.                                              |
| 1700    | Report the most recent economic impact generated from the assistance you have given your clients using the following format.                                                                                  |
|         | # of New Businesses Created: (populated using Form 641 EDMIS data)                                                                                                                                       |
|         | Loans: SBA # _______ $ _______ (populated using Form 641 EDMIS data)                                                                                                                                     |
|         | Non-SBA # _______ $ _______ (populated using Form 641 EDMIS data)                                                                                                                                       |
|         | Equity Capital $ _______ (populated using Form 641 EDMIS data) ~ |
|         | The following categories should be reported using the ASBDC Economic Impact Study or equivalent studies:                                                                                                 |
|         | Jobs: Created __________ Retained __________                                                                                                                                                           |
|         | Customer Satisfaction: _____%                                                                                                                                                                              |
|         | Growth in Sales: $ __________                                                                                                                                                                          |
|         | New Tax Revenue: State $ __________ Federal $ __________                                                                                                                                           |</p>
<table>
<thead>
<tr>
<th>1800 VETERANS SERVICE CONNECTED-DISABLED VETERAN-OWNED BUSINESSES RESERVISTS ON ACTIVE DUTY AND OTHER RESERVE COMPONENT MEMBERS OF THE U.S. MILITARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrate delivery of the following:</td>
</tr>
<tr>
<td>• Assistance targeted toward veteran and service connected-disabled veteran owned businesses, as well as Reservists and National Guard members called to active duty, such as: Veteran Entrepreneurial Training Programs; summits for veteran business owners; activities in conjunction with the Department of Veterans Affairs Vocational Rehabilitation and Employment Services; Employer Support of the Guard and Reserve (E.S.G.R.) and National Guard State Adjutants; DELTA Program; marketing and assistance for the Military Reservist Economic Injury Disaster Loan program; Patriot Express program; base closings and RIF counseling; and, DOD or DOL Transition Assistance Program (TAP) seminars.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*1900 MANUFACTURING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrate delivery of the following:</td>
</tr>
<tr>
<td>• Assistance to manufacturing companies or their employees, including displaced manufacturing workers. Can include efforts and support to troubled companies, companies challenged by foreign competition, NAFTA and foreign labor alternatives. This may also include cooperation efforts with other local organizations or government units concerned with manufacturing issues such as the National Institute of Standards and Technology’s (NIST) Manufacturing Extension Partnership (MEP) Program.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*2000 ON-LINE ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrate delivery of the following:</td>
</tr>
<tr>
<td>• Activities and accomplishments which demonstrate use of web-based technology to enhance direct client service delivery such as: the use of on-line counseling (e-mail and real-time) and training; on-line expert systems or diagnostic tools to identify needed services; audio or video streaming; electronic registrations and scheduling; webinars; and other targeted uses of the Internet to facilitate delivering information to clients more cost effectively. SBDCs that did demonstration projects should provide an analysis of results.</td>
</tr>
<tr>
<td>• A summary of on-line enhancements achieved over the past three years.</td>
</tr>
</tbody>
</table>

5. RECORDKEEPING REQUIREMENTS

All SBDC applicants and their Service Centers are required to maintain complete and accurate records and supporting documentation to facilitate a thorough program audit. All significant client counseling, training and other activities shall be fully documented. SBDC applicants will support SBA’s required data collection and reporting system. 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. Non-mandatory 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. Economic Impact data that is collected on the 641 should also be included in the Economic Impact Report in EDMIS (formerly IMSECURE). The most current version of approved client definitions is available on www.sba.gov/private/edmis2/private. Other documentation regarding EDMIS is also available at this site.

In addition to the performance, financial and program reports already mentioned in this Announcement, SBDCs must maintain the following reports:
a. Counseling Activity
All SBDCs are required to collect the information currently requested on SBA Form 641 or its equivalent that supports SBA's management information database. A client will be counted once in a Federal fiscal year with reporting to include both the number of sessions and the number of hours spent with the client.

Reporting of counseling should be identified on the SBA Form 641, Part I as face-to-face, on-line or telephone depending on the type of initial contact.

On-line counseling must meet the standards identified in the client definitions and there must be a signed SBA Form 641 or its equivalent that supports SBA's management information database.

When reporting online counseling into EDMIS use the following guidelines:
- If the initial session is online, then Part I of the SBA Form 641 should be checked as on-line.
- If the on-line counseling session conducted is a follow-up session, then Part III of the SBA Form 641 should be checked as an on-line counseling session.

Agreement
Each client is required to sign a request for assistance statement that includes the following:

"I request business management counseling from a Small Business Administration resource partner, the Small Business Development Center. I agree to cooperate should I be selected to participate in surveys designed to evaluate SBA assistance services. I understand that any information received by an SBA resource partner counselor will be held in strict confidence by the counselor to the extent allowable by law.

I further understand that SBA resource partner counselors have agreed not to: (1) recommend goods or services from sources in which the individual counselor has an interest; and (2) accept fees or commissions developing from any SBA resource partner counselors. In consideration of the provision of management and/or technical assistance by a resource partner counselor, I agree to waive all claims arising out of this assistance, against SBA personnel, the resource partner from whom I sought assistance, its host organizations, and the counselor(s) arising from this assistance."

These forms shall be retained in accordance with current OMB and SBA requirements.

SBDCs are responsible for reporting all counseling activities on SBA Form 641, "Counseling Information Form" or an equivalent form that supports SBA's management information database. Copies of these forms or an electronic signed copy must be available for review by the SBA when requested.

b. Training Activity
SBDCs use SBA Form 888, "Management Training Report" or similar program developed form to report small business management training activities. The SBA Form 888 should be prepared by the SBDC when the SBDC is responsible for managing a training activity. SBDCs may use a computerized version of this report.

Reporting Co-hosted (Collaborative) training:
When reporting training numbers for a co-hosted training, the hosts (SBA and ED resource partners) must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

**Examples involving multiple resource partners contributing to a single training event:**

- If each resource partner contributes a significant amount of presentation time (defined as **one hour or more per partner**), then each host could count all attendees.

Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.

- If each partner puts in **less than one hour (per partner)** of presentation time, the attendee count would be divided among the hosts based on mutual agreement.

Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

Each session of a multiple-session training program or course may be counted as an individual course and shall be reported on an SBA Form 888. Sessions must correspond with the minimum training duration identified in the definitions listed above.

SBDC’s will submit all training information from the SBA Form 888s or equivalent form quarterly to SBA’s EDMIS system.

The list must be certified with the signature of the Lead Center director. The SBA Form 888 or similar program developed form must be maintained at the SBDC for review by the SBA project officer.

c. **SBDC Client Evaluation Forms**

Evaluations must be solicited from SBDC clients who receive continuous counseling or attend an SBDC training event. All SBDCs should develop internal procedures to ensure that these evaluations are performed on a regular basis and retain these documents on file.

Two OMB-approved forms may be used for this purpose. SBA Form 1419 “SBDC Counseling Evaluation” (OMB #3245-0183) may be used for counseling evaluations, and SBA Form 20 “National Training Participant Evaluation Questionnaire” (OMB #3245-0075) may be used for training. SBDCs may use their own forms as replacements provided they capture the same pertinent information on counseling or training required by the Administration. Computerized versions of these forms are also acceptable.

d. **Financial Recordkeeping**

An SBDC must maintain the documentation for year-end Standard Form 425 financial report as required by OMB Circulars and SBA Regulations. SBDC Lead Centers and Service Centers which manage other non-SBDC funds (i.e. not included in the proposal or SBA Cooperative Agreement) must maintain separate ledgers and transaction journals for the SBDC financial activity to ensure a clear audit trail of the financial resources used under the SBDC Cooperative Agreement as required.
by 2 CFR Part 215 (OMB Circular A-110) and CFR § 143.20. SBDC expenditures of federal, matching, and program income must be accounted for separately from other center resources. In addition, funds must be identifiable to the program year for which they were provided. Funds that were approved as a “carryover” from a previous program year also must be maintained and reported separately. SBDCs must maintain support documents for SBA Form 2113 and SF-425s. This support should consist of at a minimum:

- A spreadsheet which acts as reconciliation between the SF-425 and the disbursement journals at the Lead Center and Service Center(s). This applies to the Lead Center only.

- Support for all charges to the Cooperative Agreement, but not limited to the disbursement ledger, vendor invoices, canceled checks and journal entries.

- The expense reimbursement invoices submitted from the Service Centers and any related supporting documentation (i.e., disbursement ledgers, comparison of actual to budgeted expenditures) (This applies to Lead Center only.)

- Any agreement(s) related to matching costs

- Support for program income receipts and expenditures including receipt and disbursement journals

- Salary and wage records for SBDC employees charged to the Cooperative Agreement (Both recipients and sub-recipients must maintain the appropriate standard 2 CFR Part 220, 2 CFR Part 230, or 2 CFR 225 {Circular A-21, OMB Circular A-122, or OMB Circular A-87} to document costs for full-time and part-time personnel allocated to the program. This may include, but is not limited to: Time and Effort Certification, appointment letters or contracts, performance reviews, payroll journals and/or activity reports. The records should be incorporated into the official records of the institution.)

- **Support for in-kind costs.** Contributions, when used as match, must be documented showing the name of donor, phone number, signature of donor, date of donation, justification of the value of goods or services {hours with labor rate of services} and narrative description of service provided or item donated. OSBDC implemented the following policy regarding in-kind contributions:
  - Contributions may include, but are not limited to, cost items such as time and materials, office space, and equipment.
  - A bona fide contribution exists and may be claimed when the source of the donation has no reasonable expectation of compensation such as a requirement that the contribution be made as a provision in a contract or purchase order for the products or service.
  - Paid SBDC staff, i.e. host employees, are not eligible sources of in-kind contributions over and above the remuneration of salaries and benefits provided by the host organization.
  - SBDC support documentation must include the following: dated and signed statement from the donor identifying the specific nature of the donation, contact information, and indicating that no additional remuneration is expected. Donor documentation may resemble an invoice with those provisions.
  - The SBDC must document the annual basis for valuing the donation in a clear manner such as the following: 3 bids or quotes in response to a competitive procurement process for similar cost items; sales literature, price catalogs; published
schedules; or documented pricing for similar cost items previously paid for by the host institution.

- The total value of paid and donated services from each donor must represent a reasonable value to the government and be consistent with the procurement policies and standards of the host institution.

SECTION VII. – AGENCY CONTACT(S)

A. PROGRAM POINTS OF CONTACT

Questions concerning general information contained in this Announcement should be directed to the SBA Office of Small Business Development Centers via Theresa Hahn at 202-205-6766. Questions concerning the technical aspects of this Program Announcement should be directed to the Office of Small Business Development Centers at osbdc@sba.gov.

B. FINANCIAL/GRANTS MANAGEMENT CONTACT

Questions concerning budget or funding of this Cooperative Agreement should be directed to the Office of Small Business Development Centers at osbdc@sba.gov. Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.

C. PEER CONTACTS

A list of peer contacts for this Announcement can be obtained by emailing the Office of Small Business Development Centers at osbdc@sba.gov. Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.

SECTION VIII. – OTHER INFORMATION

A. PROGRAM OVERVIEW

SBDCs operate under a plan to provide assistance within a state or designated geographical area. As a condition of any SBA grant award made, SBDC applicants are required to provide at least an equal amount of matching funds from sources other than the Federal Government. SBDCs operate under the provisions of 15 USC 648 and 13 CFR Part 130. The Cooperative Agreement is administered in accordance with 13 CFR Part 143 or 2 CFR Part 215 (OMB Circular A-110), as well as other applicable OMB Circulars (see Circulars listed below), a Notice of Award (the Agreement) issued by SBA and the provisions of this Program Announcement.

The SBDC Cooperative Agreement Notice of Award incorporates by reference all applicable OMB Circulars, including:

1. 2 CFR Part 220 “Cost Principles for Educational Institutions.” (OMB Circular A-21)
2. 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-110)
4. 2 CFR Part 225, “Audits of State, Local, and Indian Tribal Governments.” (OMB Circular A-87)

5. 13 CFR Part 143 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.” (OMB Circular A-102)


Current versions of OMB OMB Grant Circulars are available from the Office of Management and Budget’s website. The address is: http://www.whitehouse.gov/omb/grants_circulars/

The SBDC network must provide services as geographically close as possible to small businesses by using a variety of service delivery mechanisms, including satellite locations, traveling counselors and electronic means, as appropriate. The facilities and staff of each SBDC shall be located in places that will provide maximum accessibility and benefits to the small businesses which the SBDC is intended to serve. The SBDC will develop a plan as part of the proposal specifying the extent to which SBDC statutory and program duties will be delivered to address the needs of the small business community in the area to be served. In doing so, SBDCs must ensure that statutory and regulatory requirements are met.

The Lead Center must establish and maintain a program control center to provide administrative services to the SBDC network within the state or territory. These administrative services shall include, but not be limited to: (1) program development; (2) program management; (3) promotion and public relations; (4) financial accounting; (5) reports management; and (6) internal quality control. Records shall be maintained in the Lead Center indicating the federal, state, local government, academic and private sector resources available to the SBDC network and the types of services provided to clients.

The Lead Center must have its own full-time staff, must have a separate budget and identity and, if part of a larger unit, must be a clearly distinguishable sub-unit. Staffing must include a full-time (100%) Lead Center Director who will operate and administer the operations of the SBDC network and must have full authority to make expenditures under the Center’s budget as well as to manage the program activities. Other statutory requirements for the SBDC are outlined in 15 U.S.C. 648 (c)(2).

1. **Required Reporting Lines for SBDC Lead Center Director**
   The SBDC director, if an employee of an SBDC Lead Center hosted by an educational institution, must report to the school or college dean or an equivalent or higher level administrator. In a non-educational organization, the SBDC director must report to an individual who is no lower than the third level of management or administration within a state agency.

2. **Continuation of Funds**
   It is SBA’s intention to continue to fund SBDC applicants annually to ensure ongoing services to small businesses. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, improper activity affecting the operation and integrity of the SBDC, or a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement as incorporated into the Cooperative Agreement.
3. **Program Organization and SBDC Name**

The specific identification “Small Business Development Center” or “Small Business and Technology Development Center” shall be a part of the name of every SBDC organization within the SBDC network. No other name designations or variations will be accepted. An SBDC proposing to use the identification “Small Business and Technology Development Center” must follow the procedures set forth in Section VIII, Part E, “Guidelines,” and have the advance written approval of the AA/OSBDC. The statewide Small Business Development Center organization is referred to as the “Lead” SBDC. The Lead Center manages and administers a comprehensive small business assistance network, consisting of the Lead Center and its Service Centers, under the terms of a cooperative agreement between the U.S. Small Business Administration and the recipient organization. This network is part of the Small Business Development Center program.

4. **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. SBA provides significant federal funding to the SBDC program on an annual basis, and each SBDC operates under the program’s regulations and §21 of the Small Business Act. Accordingly, all SBDCs are required to 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, SBDCs nationwide and other SBA resource partners.

Under this Agreement, each SBDC Lead and Service Center 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. A link to the SBA logo which appears below will be provided in SBA’s Continuation Letter and/or Notice of Award:

![U.S. Small Business Administration](image)

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 an SBDC’s own logo or may be placed in a prominent location elsewhere in the material. Additionally, whenever an 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, an SBDC may substitute “SBA” for “U.S. Small Business Administration” in the acknowledgment of support. The acknowledgment 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 acknowledgment 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 an SBDC produces materials which feature editorial content, it must use the following alternate acknowledgment 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.

5. **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 incorporated in the annual operating plan prepared by each SBDC Lead Center and reviewed with the SBA program office. Materials appropriate for sharing should also be sent to the SBDC Clearinghouse. SBA may select some training materials for distribution via SBA’s national on-line training network, the Small Business Training Network (SBTN) (www.sba.gov/training).

Registered clients taking such SBTN delivered courses which meet EIE client definitions will be credited to the respective SBDC.

In accordance with Section 502 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].

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.
B. ADVANCE UNDERSTANDINGS

Services and programs provided through the Cooperative Agreement should not wholly duplicate or replace any existing programs. Federal funds shall not be used to supplant or wholly duplicate existing programs. Where these understandings conflict with Section 21 of the Small Business Act, Part 130 of SBA’s regulations, relevant OMB circulars or SBA’s policy notices, all of the above will control and take precedence over these understandings.

1. LEGISLATIVE AND EXECUTIVE ORDER REQUIREMENTS

Each SBDC is also required to comply with legislation passed by the Congress and Executive Orders issued by the President, federal executive agencies, including the Small Business Administration (SBA). Regulations and policies implementing these laws and Executive Orders can be found in Title 13, Code of Federal Regulations (CFR), Chapter 1, or SBA’s Standard Operating Procedures (SOPs). In order to provide the required notices, the following is a brief summary of the various laws and Executive Orders that affect SBA’s Entrepreneurial Development programs.

The Recipient will take reasonable steps to ensure that the programs and activities it provides in English are also accessible to individuals with limited English proficiency and to not violate the prohibition against national origin discrimination imposed under Title VI of the Civil Rights Act of 1964. For further guidance on this issue, see Executive Order 13166 and www.lep.gov.

Paperwork Reduction Act (44 U.S.C. § 3501)

SBA is collecting record keeping information on form OMB 83-I in order to facilitate business assistance services to its clients and for agency analyses related to the operation and management of the Entrepreneurial Development programs. Periodically, the SBA may use the information collected on this form to produce summary reports for program and management analysis, as required by law. SBA also intends to use the individual client data to select participants for follow-up surveys designed to evaluate SBA assistance services.

NOTE: The estimated burden for completing this information is three minutes. Your responses to the requested information are voluntary under these programs. You are not required to respond to the questions on this form if it does not display a currently valid OMB control number. If you have questions or comments concerning any aspect of this information, please contact the U.S. Small Business Administration Information Branch, Washington, DC 20216 and/or Desk Officer for the Small Business Administration, Office of Management and Budget, Office of Information Regulatory Affairs, 725 17th St., NW, Washington, DC 20501.

Privacy Act (5 U.S.C. § 552)

Any person can request to see or get copies of any personal information that SBA has in his/her own file, when the information is retrievable by individual identifiers, such as name or social security number. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Note: Any person concerned with the collection, use and disclosure of information, under the Privacy Act may contact the Chief, Freedom of Information/Privacy Act Office, U.S. Small Business Administration, Suite 5900, 409 3rd St, SW, Washington, DC 20216 for information about the Agency’s procedures relating to the Privacy Act and FOIA.

In addition to the above (per the Small Business Act):
(A) IN GENERAL—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, unless—

   (i) the Administrator is ordered to make such a disclosure by a court in any civil or criminal enforcement action initiated by a Federal or State agency; or
   (ii) the Administrator 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.

(B) ADMINISTRATOR USE OF INFORMATION.—This section shall not—

   (i) restrict Administrator access to program activity data; or
   (ii) prevent the Administrator from using client information to conduct client surveys.

(C) REGULATIONS.—

   (i) IN GENERAL.—The Administrator shall issue regulations to establish standards—
   (I) for disclosures with respect to financial audits under subparagraph (A)(ii); and
   (II) for client surveys under subparagraph (B)(ii), including standards for oversight of such surveys and for dissemination and use of client information.

   (ii) MAXIMUM PRIVACY PROTECTION.—Regulations under this subparagraph, [sic] shall, to the extent practicable, provide for the maximum amount of privacy protection.

   (iii) INSPECTOR GENERAL.—Until the effective date of regulations under this subparagraph, any client survey and the use of such information shall be approved by the Inspector General who shall include such approval in his semi-annual report.

Freedom of Information Act (5 U.S.C. § 552)

This law provides, with some exceptions, that SBA must supply agency records, (i.e., information in its files and records) to a person requesting it. This generally includes aggregate statistical data on SBA’s business assistance programs. SBA does not routinely make available a client’s proprietary data (without first doing pre-notification, as required by Executive Order 12600), or information that would cause competitive harm or constitute a clearly unwarranted invasion of personal privacy.


Trafficking Victims Protection Act of 2000

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.

1. Trafficking in persons.
   a. Provisions applicable to a recipient that is a private entity.
   1. You as the recipient, your employees, sub recipients under this award, and sub recipients’ 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 sub recipient 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 sub recipient 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 Government wide 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 sub recipient 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 sub recipient 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 Government wide 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 sub recipient 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":

FY/CY 2011 -- Page 44
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).

2. HOURS OF OPERATION

   The Lead Center and Service Centers services shall be available to the public throughout the year during the normal hours of the business community. In addition, provision should be made to provide evening and weekend assistance, both on-line and in Service Centers, as appropriate to meet local community demands and needs. Anticipated closings shall be included in any annual renewal application. Emergency closures shall be reported to the SBA Project Officer as soon as is feasible.

3. TRAVEL

   The travel charged to the Cooperative Agreement must be in accordance with provisions of the grant and utilized in conformance with 13 CFR 130.460(g), and will be used under the same formula for travel reimbursement as provided by the host institution. Award funds are not available for the payment of per diem, lodging, meals or other subsistence expenses associated with local travel. However, award funds may be used to pay transportation expenses for local travel.

   SBDCs are authorized to include a certain amount of funds in the proposal for “unplanned” travel. Unplanned travel is defined as “travel which is necessary to further SBDC objectives, but for which a complete description and/or justification could not be provided in the proposal.” SBDCs are required to notify the SBA Project Officer of any unplanned (not in the approved budget) out-of-state travel and report after the fact in the quarterly or annual report. Requests for out-of-state travel exceeding the amount approved in the proposal must be submitted for prior approval to the SBA Project Officer.

   Travel funds are authorized for the SBDC Lead Center director and/or his/her designee to attend two Association of Small Business Development Center meetings per year. Travel funds may also be authorized for additional SBDC staff to attend meetings designed for professional development purposes. Further, one trip per year, as approved by the AA/OSBDC, is authorized to allow the SBDC Lead Center director and/or his/her designee to meet with national SBA officials to discuss local program initiatives.

   Travel outside the United States and its territories which is either: (1) charged to the Cooperative Agreement; or (2) performed while on duty for the recipient organization must be submitted to the District Director who shall submit a recommendation to the AA/OSBDC or his/her designee for prior approval on a case-by-case basis. (Travel to be completed using vacation time regularly earned is not subject to approval by the AA/OSBDC.) Failure to obtain this approval may result in suspension or termination of funding.

4. PRIVATE SECTOR COMPETITION

   SBDCs should not compete with the private sector and must make every effort to avoid the appearance of competition with the private sector.

5. PUBLICATION AND POSTAGE REQUIREMENTS

   Any publication generated by an SBDC with program funds, whether copyrighted or not, must include an acknowledgment of support by SBA (see page 4). This includes, but is not limited to, newsletters and training brochures. Publications produced by the SBDC must promote SBDC services and provide
information of direct benefit to the SBDC’s local small business community. Lead Centers and SBDC Service Centers are not authorized to utilize any type of SBA postage franking privilege.

6. **LEGAL SERVICES RESTRICTIONS**

No costs associated (either directly or indirectly) with civil, criminal or administrative litigation are allowable under an award made pursuant to this Announcement. Project funds may be used to pay the cost of non-litigation legal counseling services either to the recipient of this award or project beneficiaries. However, all parties receiving such services must agree in writing to waive any claims of privilege over such services with regard to SBA to the extent necessary for the Agency to perform its monitoring and oversight function.

SBDCs may offer training courses on business law issues, provided that legal topics are presented by individuals qualified by training and experience to address such topics. In furtherance of their educational mission, SBDCs may negotiate arrangements with law schools to offer clients access to supervised student legal clinics that are approved by the state attorney licensing entity. The SBDC must make appropriate disclosures and disclaimers to that effect.

7. **EEO AND DISABLED ACCESSIBILITY/ACCOMMODATION REQUIREMENTS**

All SBDC services must be provided on a nondiscriminatory basis, and no individual may be excluded from any program because of race, color, religion, sex, age, disability or national origin. Workshops, seminars and conferences must be held in disabled accessible locations. Reasonable accommodation must be made, upon request, for visually and hearing impaired attendees. SBDCs are required to make modifications and accommodations (which do not fundamentally alter the program or activity or entail undue hardship) to enable otherwise qualified disabled individuals to participate. The SBDC network must comply with 13 CFR Parts 112, 113, 117 and 136.

8. **CONFLICT OF INTEREST POLICY**

Each SBDC network must have a written conflict of interest policy which is signed annually by all employees, consultants, instructors and volunteers of the SBDC network. The policy must include enforceable elements safeguarding the SBDC program from the actual or apparent conflict that could result from:

- Personal gain, remuneration or pecuniary interest in a past or current SBDC client(s).
- The solicitation or acceptance of any gift, loan, reward, equity in a business, compensation or other monetary remuneration, promise of future employment.
- A compensated recommendation for any goods or services to an SBDC client.
- Soliciting or accepting a compensated position for services which are part of the SBDC network services.
- Disclosing any private or confidential business or personal information to a third party other than SBA without written consent of the client.

9. **CHANGES IN POINTS OF COMMUNICATION**

The SBDC Lead Center director must notify the SBA district director(s) and the OSBDC within ten days when changes occur in contact information such as physical addresses for lead and Service Centers, telephone numbers, fax numbers, e-mail and website addresses.

10. **DISPUTE RESOLUTION**

Dispute resolution occurs when there is a programmatic or financial disagreement between the recipient organization and the SBA, and the recipient organization requests that the dispute be handled by SBA in a formal manner.
Any dispute arising during the annual negotiation phase of the Cooperative Agreement, or after award of the Cooperative Agreement, shall be resolved in the manner prescribed and within the time frames stated in the SBDC regulations and the Notice of Award (Cooperative Agreement). Every effort shall be made to resolve disputes at the district office level.

When handling such disputes, the AA/OSBDC has specific responsibilities assigned by law. Other responsibilities reside with District Office personnel and SBA headquarters offices. These are outlined in the SBDC regulations, the notice of award, and Agency regulations governing appeals.

11. **Small Business Week**

SBDCs are encouraged to promote, support, plan, implement and participate in Small Business Week activities in cooperation and coordination with local and national SBA officials. SBDC Lead Center directors and other SBDC personnel, with their strong links to prominent entrepreneurs and small business advocates in their communities, should nominate individuals for Small Business Week awards. SBDCs are encouraged to submit nominees for the SBDC Service Center of the Year Award.

12. **Selection of a Lead Center SBDC Director**

In the case of a Lead Center director vacancy, the recipient organization must notify the SBA district director (DD), regional administrator and OSBDC when a Lead Center director vacancy is going to occur. A new SBDC Lead Center director should be selected as soon as possible; recruitment plans that would call for filling the vacancy in excess of 120 days beyond the director’s departure date must be approved by the OSBDC.

Prerequisite to filling a Lead Center director position, the recipient organization must submit recruitment and selection plans for an SBDC Lead Center director position to the SBA district director (or Lead district director when there is more than one district office) with a copy to the OSBDC program manager for approval of the plan’s adequacy. The recipient organization must take whatever steps are necessary to obtain an adequate and qualified candidate pool for the position, which may include conducting a national search, utilizing distribution services of professional organizations and using the resources of the Association of Small Business Development Centers (ASBDC), etc. However, no SBA employee may participate in any manner in the selection process for any SBDC employees (including lead or Service Center directors). In particular, no SBA employee may participate in a candidate review panel or urge the recipient organization to consider or select a particular candidate.

An interim director must be appointed until a permanent Lead Center director is selected and the DD, the regional administrator and the SBA OSBDC must be notified of such appointment.

The SBA district director (or lead district director) will evaluate the credentials of the selected candidate in order to determine whether that individual meets the requirements necessary for the position as described in this document and either concur or object to the selection. If the district director objects to the selection of the SBDC Lead Center director candidate, he or she must provide a written copy of his/her decision to the recipient organization, the regional administrator, and the AA/OSBDC. That objection must set forth the relevant selection criteria which the district director believes the candidate failed to meet.

Upon receipt of a written objection, the AA/OSBDC shall conduct a fact finding effort with the appropriate parties including the recipient organization, the regional administrator and the district director (or lead district director) to review the reason(s) for the objection.
The AA/OSBDC will make the final determination. If the AA/OSBDC upholds the SBA district director’s (or lead district director) objection, the recipient organization must either select one of the remaining qualified candidates according to the recipient organization’s policies or conduct a new recruitment process for the Lead Center Director position.

In all matters concerning the hiring of a Lead Center director, time is of the essence; all applicable law applies.

13. FINANCIAL EXAMINATIONS, PROGRAM REVIEWS AND ACCREDITATION

As outlined in 15 USC 648(k), biennial program and financial examinations of SBDCs are conducted by the AA/OSBDC or a representative. SBA financial reviews are conducted by professional financial examiners which may either be OSBDC staff or SBA contractors. SBA program reviews are conducted by SBA project officers using criteria developed by SBA/OSBDC.

The level of financial review to be conducted is determined by a risk analysis based upon information received in response to the annual risk assessment package distributed by the ASBDC to all networks that will be reviewed in that annual cycle. SBDCs shall respond to the financial risk assessment by the date indicated. SBA will review these responses and enter the information into the risk assessment tool to determine level of financial review that will be performed during that annual cycle. SBDCs will be notified as to the time and level of financial review following completion of the risk assessment. In the event that responses are not received from SBDCs to the risk assessment package SBA will consider those SBDCs to be high risk and will automatically schedule an on-site visit.

SBA/OSBDC will review all financial examination reports before they are provided to SBDCs.

The following table describes the Financial and Program report delivery process and timeline.

<table>
<thead>
<tr>
<th>Report Delivery</th>
<th>Financial Review</th>
<th>Program Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSBDC receives a copy of the initial report draft</td>
<td>Based upon negotiated contract deliverable date or 30 days after completion of the review if performed by OSBDC staff</td>
<td>10 days after site visit</td>
</tr>
<tr>
<td>OSBDC delivers draft report to the SBDC</td>
<td>45 days after completion of review or receipt of draft from contractor</td>
<td>45 days after site visit</td>
</tr>
<tr>
<td>SBDC provides comments on draft report to OSBDC</td>
<td>75 days after completion of site visit or receipt of draft from contractor</td>
<td>60 days after site visit</td>
</tr>
<tr>
<td>OSBDC issues final report to the SBDC</td>
<td>105 days after completion of site visit or receipt of final report from contractor</td>
<td>75 days after site visit</td>
</tr>
<tr>
<td>SBDC develops and delivers remediation plan (as necessary and submits to OSBDC via the SBDC Project Officer)</td>
<td>135 days after completion of site visit or receipt from contractor</td>
<td>115 days after site visit</td>
</tr>
</tbody>
</table>

The ASBDC, through a contract with the SBA, operates the SBDC accreditation program. As stated in the Small Business Act, the SBA may not renew or extend a cooperative agreement with an SBDC.
unless the SBDC has been approved under the accreditation program except when the AA/OSBDC waives the requirement upon a showing that the center is making a good faith effort to obtain certification.

When an SBDC’s review results in a deferral of accreditation, the SBDC must prepare and submit a proposal to obtain accreditation that includes a plan of work describing actions to be taken and a timeframe for overcoming the findings identified in the report to the AA/OSBDC.

If the result of the accreditation review is a recommendation for denial, the AA/OSBDC may waive the accreditation requirement as discussed above or advise the SBDC that the process to select a new host will be initiated and that the SBDC is expected to assist with a smooth transition to the selected host.

14. **Leveraging Resources**

SBDC training and/or information materials, developed with SBDC program funds (such as publications, training guides/materials, outline courses, on-line tools, websites, CD ROMs and videos) will be made readily available to SBA for use for other federal purposes. All such materials will provide appropriate credit to the developing SBDC. A plan for sharing such SBDC-generated training and information materials for other federal purposes will be prepared by the SBDC program office in cooperation with the ASBDC and the National SBDC Advisory Board.

Likewise, in order to properly coordinate with SBDCs the SBA shall, through its district offices, make available in advance, all training, marketing, and promotional materials relevant to any business development programs offered and developed by the SBA with its public and private partners, other Federal agencies or programs.

15. **Disaster Operations Plan**

Each Lead Center and its Service Centers must have in place disaster plans which are coordinated with the host institution to ensure delivery of services to small businesses in its area of operations. Such plans must be kept on file and available for review by SBA officials. Plans should be reviewed annually by the Center Directors and updated as needed. SBDCs individually, and in cooperation with SBA and other federal agencies as well as state and local entities are encouraged to provide disaster recovery assistance to support impacted small businesses in local economies.

16. **Recipient Organization (Lead Center) Transition Activities**

In the event of a recipient organization (SBDC Lead Center) exiting the program, there are a number of procedures which must be undertaken to ensure a smooth transition to a new recipient organization (SBDC Lead Center). These include, but are not limited to:

- **Taking an inventory of all property bought with program (both federal and match funds) funds including equipment, personal property, supplies, and intellectual property.** The inventory should identify each item and describe its funding source (Federal, match), serial number, software installed if computer, acquisition value, current value, date acquired, current location, and current condition.

- Arranging for the transfer of supplies and equipment to the new host or SBA as directed.

- Arranging for the transfer of clients documents, including counseling and training files.

- Preparing for the transfer of electronic records as soon as possible, to enable the new host to begin services immediately after the termination date. Allowance is made for the exiting host to transfer data records prior to the termination date.
• Referring clients requesting services to the new SBDC host upon the termination date such as website and telephone communications.

• Reconciling all accounts for program funds (both federal and match) as well as program income.

• Consistent with the termination of services, transferring the program income/fund balance to the new SBDC host at the end of the program period.

• Providing for the submission of final electronic and paper activity and financial reports as required by the Notice of Award.

• Providing for the submission of final billing as required in the Notice of Award.

• Providing for the participation in SBA closeout reviews including financial documentation.

17. **EQUIPMENT**
The Recipient must 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, 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.

**C. DEFINITIONS**

1. **BUDGET PERIOD**
The 12-month period, in which expenditure obligations are incurred by an SBDC network, coinciding with either the calendar year or the federal fiscal year. For the purposes of this announcement, the initial budget period will be from October 1, 2010 to September 30, 2011 for fiscal states/regions and January 1, 2011 to December 31, 2011 for calendar states/regions.

2. **BUSINESSES CREATED, NUMBER OF (REPORTING)**
As computed by EDMIS, businesses are considered “Created” if, at the previous session (whether in the current fiscal year, or a past one), the client was not “in business,” and at a subsequent session or update (in the fiscal year being reported) was “in business” (Form 641, Part II, Field 20 and Part III, Field 39).

3. **CAPITAL INFUSION**
   - Dollar Amount of SBA Loans
   - Dollar Amount of non-SBA Loans
   - Dollar Amount of Equity Capital (to include private investment)

   Capital infusion includes all forms of debt and investments from all sources (i.e., lines of credit, consumer debt products used specifically for the business, angel investors, owner’s capital contributions, etc.). Credit lines and other revolving debt facilities/instruments are to be recognized for the full amount of the line of credit when established and not to be based on individual draw-downs.

4. **REPORTING CAPITAL INFUSION**
Capital infusion will be tracked throughout each fiscal year and compiled from year-to-year to collect aggregate data. Capital infusion is the aggregate amount from Form 641, Part III, $ Total Amount of SBA Loans, $ Total Amount of non-SBA loans and $ Amount of Equity Capital Received. Capital infusion
shall be reported, client-by-client, once it is known as an update on Form 641, Part III, and uploaded to EDMIS on a quarterly basis.

5. **CONTACT HOURS**
The amount of time spent directly counseling/interacting with a business or individual client.

6. **CLIENT**
The client is the business, if it exists. In the case of a prospective business, the client is the individual (i.e., nascent entrepreneur or pre-venture) receiving SBDC services. Each client will be counted only once in a fiscal year, and the reporting will include both the number of sessions and the number of hours spent with the client. There are two types of clients:
   a. **In-Business**
      Completed required registration(s), if applicable, with the local, state, and/or Federal government (e.g., DBA registration, get a business license, agency issued tax identifications, etc.) AND at least one of the following:
      ▪ Has documented a transaction from the sale of a product or professional or personal service for the purpose of gain or profit;
      ▪ Has contracted for or compensated an employee(s) or independent contractor(s) to perform essential business functions;
      ▪ Has acquired debt or equity capital to pursue business operations (e.g., to purchase inventory, equipment, building, business, etc.); or
      ▪ Has incurred business expenses in the operation of a business.

      **Start-up**: those individuals (entities) who have been in business up to 12 months.

   b. **Nascent (Pre-venture) Entrepreneur**: those individuals who have taken one or more active steps to form a business, according to the Kauffman Foundation (www.kauffman.org). This includes individuals seeking assistance from SBA and/or one of its resource partners.

7. **CONTRIBUTIONS/DONATIONS**
Funds received by the SBDC with no conditions and may be used as match or overmatch in the year expended. Federal funds or amounts reported as match may not be used as contributions to others.

8. **COUNSELING**
Services provided to an individual and/or business that are:
   a) substantive in nature and require assistance from a resource partner or District Office personnel in the formation, management, financing, and/or operation of a small business enterprise; AND
   b) specific to the needs of the business or individual; AND
   c) require a signed SBA Form 641 or equivalent form that supports SBA’s management information database.

Counseling is one-on-one, in person (face-to-face), on the telephone or electronic. To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting. Travel time will not count toward counseling time but will be tracked separately.

**Face-to-face Counseling (in person)**:
   a) Meets the definition of “counseling” and should be no less than one hour initially (can include prep time in this initial calculation) and includes any counseling session thereafter regardless of time.
   b) Reporting Face-to-face Counseling: Each client will be counted once in a fiscal year, with the reporting to include both the number of sessions and the number of hours spent with each. If
multiple people participate from one business, only one person will complete SBA Form 641. The counselor will note how many people were there so that the number of people served can be tracked. This will only be collected on the initial SBA Form 641.

**On-line Counseling (electronic):**

- Meets the definition of “counseling” and the recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s) AND online counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- Reporting On-line Counseling: At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
  
  3. Client Name or approved client-coded name/number
  4. Email Address
  10. Zip Code

**Telephone Counseling:**

- Meets the definition of “counseling” and the recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s) AND telephone counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- Reporting Telephone Counseling: At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
  
  3. Client Name or approved client-coded name/number
  5. Telephone Number
  10. Zip Code

**SBDC Program Only:**

**Number of Single-year, Long-Term Clients (contact and prep time):** Meets the definition of “counseling” and requires 5 or more counseling hours of contact and prep time per individual or business during the fiscal year being reported.

**Number of Multi-year, Extended Engagement Clients (contact time only):** Meets the definition of “counseling” and requires 5 or more cumulative hours of counseling contact time per individual or business during the fiscal year being reported in combination with any prior year (beginning October 1, 2005).

9. **DISTANCE LEARNING**

Distance learning is the process of connecting learners with remote and multiple resources. Such learning uses communication technologies to stimulate continuous and lifelong learning. The technologies used include video, audio, computer, satellite, audio-graphic and print technologies.

10. **ELECTRONIC COMMERCE (E-COMMERCE)**

Electronic commerce refers to all aspects of business and market processes enabled by the Internet and other digital technologies.

11. **EQUITY CAPITAL**

Equity contributions to the business as reported on Form 641, Part III. Includes all funding (except loans) obtained by clients attributed to SBDC assistance including: grants, SBIR awards, equity investments (private and owner), etc.
12. GOALS AND INITIATIVES
Goals cover several years and are established by the SBA Administrator or negotiated between the SBA district office and the SBDC. SBDCs also have goals with their local funding partners. Initiatives are shorter term issues of interest or may include populations designated by SBA for special emphasis.

13. GRANTS MANAGEMENT OFFICER (GMO):
The SBA official with delegated authority to obligate federal funds by signing the Notice of Award.

14. IN BUSINESS
See also definition of Client on page 50.

15. IN-KIND
A non-cash match contribution based on the value of goods and services that are provided to the project, which may include office equipment and office space.

16. KEY PERSONNEL
Key personnel include Lead Center and Service Center directors or managers. It should also include key personnel for technology (at SBTDCs), designated International Trade personnel and contact designated to maintain PIMS information. It does not include trainers, consultants, counselors or support staff.

17. LOAN PACKAGE
A collection of documents required by a lender used to make a business loan approval decision. It usually includes a business plan plus personal financial records such as tax returns and net worth statements. It stipulates the amount of money needed proposed, use of loan proceeds and evidence that the business can repay the loan on time. It usually includes personal (not business) guarantees of repayment and a listing of collateral – business or personal assets that can be used as security for the loan and may be liquidated by the lender to pay back the loan in case the business defaults on repayment.

18. MENTOR-PROTÉGÉ ROUNDTABLES
Mentor-protégé roundtables link more experienced businesses over a significant time, with less experienced businesses or nascent entrepreneurs (pre-venture). The participants usually meet on a regular basis, either one-on-one or in a group setting. The SBA and/or its resource partners provide the staff time and forge the partnerships necessary to pair mentors and protégés. The counselors’ time should be allocated equally to attending clients.

19. NASCENT ENTREPRENEUR (PRE-VENTURE)
An individual who has taken one or more active steps to form a business. An individual who seeks assistance from SBA and/or one of its resource partners meets this definition. SBA’s Office of Entrepreneurial Development (OED) includes nascent entrepreneur (pre-venture) as one of its three major market segments: nascent entrepreneur (pre-venture), start-up (individuals who have been in business up to twelve months), and, existing businesses, (businesses in operation more than one year and classified as small by the SBA). See Client.

20. NON-DEBT FINANCING (SEE EQUITY CAPITAL)

21. PRE-BUSINESS WORKSHOP
A training program designed for individuals interested in owning and managing a small business or small business owners who have been in operation up to 12 months. The purpose is to provide a comprehensive introduction to the fundamentals of starting and managing a small business.
22. PREP TIME
The amount of time spent preparing and researching information for a business or individual client. To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting.

23. PROGRAM FUNDS
Includes all SBA/SBDC federal funds, all cash match expenditures, non-cash contributions, and program income. It does not include other funds under the SBDC umbrella.

24. PROGRAM INCOME
Gross income earned by the recipient that is directly generated by an activity supported with project funds or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award and license fees and royalties on patents and copyrights. Interest earned on advances of federal funds is not program income. Program income must be used to further eligible SBDC program objectives and expended in accordance with SBDC program requirements and applicable OMB Circulars.

The definition for program income is contained in the SBDC Notice of Award and applies to all SBDC Lead Centers and Service Centers whether academic or state-based.

25. RECIPIENT ORGANIZATION
An applicant organization for which funding is approved and which enters into a Cooperative Agreement with SBA. The recipient organization receives the federal funds and is responsible for establishing the SBDC network Lead Center.

26. REPORTING CYCLE
The reporting cycle for performance data is based on the Federal Government’s fiscal year. Data must be reported to SBA based on the four quarters that occur during October 1 – September 30.

27. SATELLITE SERVICE CENTER
A geographic point of service delivery where the SBDC sub-recipient is responsible for the lease and/or overhead.

28. SBDC NETWORK/ SBDC PROGRAM
The combination of the Lead Center, SBDC Service Centers and satellite locations.

29. SBA RESOURCE PARTNERS
Organizations that provide services through SBA funding or through another recognized relationship with SBA. Resource partners include SBDCs, Service Corps of Retired Executives (SCORE), Veterans Business Outreach Centers (VBOCs), Women’s Business Centers (WBCs), U.S. Export Assistance Centers (USEACs), the SBA MicroLoan Program microlenders and non-lender technical assistance providers and SBA Co-sponsorship and Memorandum of Understanding partners.

30. SBDC SERVICE CENTER
An entity authorized by the Lead Center to perform SBDC counseling and training services. There is no direct relationship between a Service Center and the SBA. Lead Centers are encouraged to include Historically Black Colleges and Universities (HBCUs), faith-based and Hispanic Serving Institutions as Service Centers in their networks.

31. SPECIAL EMPHASIS GROUPS
Groups whose members are underrepresented in the population of business owners compared to their representation in the overall population. Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service connected-disabled veterans, self-employed Reserve and Guard members, transitioning military personnel and spouses, individuals in rural areas, individuals in HUBZones and individuals in low to moderate income urban and rural areas as determined by Census Bureau information, among others. This can vary from SBDC to SBDC depending upon location and demographics.

32. START-UP BUSINESS
A business entity that has been in business up to 12 months. See also definition for Client.

33. TRAINING (INCLUDING LONG-TERM TRAINING)
An SBDC training workshop or seminar is defined as an activity or event presented or cosponsored by a resource partner, district office or other SBA office or a third party which delivers a structured program of knowledge, information or experience on a business-related subject. The training must last for a minimum of one hour and include two or more clients in attendance.

Reporting Training: The SBA Form 888 is used to collect and report information on traditional classroom-style training. There must be two or more persons in attendance. The agenda and/or program content, attendee list, and evaluations are required for each training event. Records for these training events must be kept at the resource partner location and available for site review.

On-line training (or webinars) is a structured program of knowledge, information or experience on an entrepreneurial or business-related subject. It must be of a quality and substantive nature, and include a registration process as well as an evaluation process (e.g. 1-5 star ranking). Online training can be synchronous or asynchronous. The training must be for a minimum of 30 minutes and a course evaluation must be made available, e.g., a resource partner provides a registration and link to the training; it can count as on-line training (note: must meet other criteria listed above).

Synchronous: A group of clients proceed through the training module(s) or program as a group.

Asynchronous: A client individually proceeds through the training module(s) or program individually and is self-paced.

Reporting On-line Training: An SBA Form 888 is required for all online training events. There must be one or more clients participating in the online training. At a minimum, the following fields should be completed on a registration form for on-line training:
- Client Name or approved client-coded name/number
- Email Address
- Zip Code

In addition, every attempt should be made to collect these data:
- Race
- Ethnicity
- Gender
- Disability
- Veteran Status
- Military Status

Client registration records and other course information must be retained and made available for review.
Co-hosted Training (Collaborative)
Meets the definition of “training” and is further defined as an activity where each host organization actively participates and contributes substantially to the training.

Reporting Co-Hosted Training: When reporting training numbers for a co-hosted training, the hosts must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

Examples involving multiple resource partners contributing to a single training event:

- If each resource partner contributes a significant amount of presentation time (defined as one hour or more per partner), then each host could count all attendees. Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.

- If each partner puts in less than one hour (per partner) of presentation time, the attendee count would be divided among the hosts based on mutual agreement. Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

Reporting Training with Multiple Sessions: Each session of a multiple-session training program or course may be counted as an individual course on SBA Form 888. Sessions must correspond with the minimum training duration identified in the definitions listed above.

34. TRAINING HOURS (TOTAL NUMBER OF TRAINING HOURS)
Total hours of training are the number of hours that the trainer spends teaching the training session.

35. TRAVEL TIME
The amount of time spent traveling to/from a location (separate from assigned post-of-duty) to meet with business or individual clients. If meeting with more than one client, travel time is only counted once. Travel time will not count toward counseling time, but will be tracked separately.

D. GUIDELINES

1. BUSINESS MATCHMAKING
SBDC's are encouraged to participate in SBA Business Matchmaking events. Business Matchmaking provides a means for small businesses to be matched with procurement representatives from government agencies and major corporations with actual contract opportunities. Business Matchmaking is offered at no cost to its participant - buyers or sellers. The events combine education and counseling by pairing expert small business advisors and topical experts with networking and matchmaking through face-to-face events. In addition to the face-to-face events, there is also the Business Matchmaking On-line Network.
2. **FAITH-BASED & NEIGHBORHOOD PARTNERSHIPS**

SBDC's are encouraged to coordinate activities through either a contractual or partnership relationship with faith-based and other neighborhood organizations. SBDC's are also encouraged to coordinate their efforts with SBA's Faith-Based and Neighborhood Partnership initiatives designed to open Government programs to these organizations to improve their communities. There are no grant funding set-asides for faith-based organizations. Instead, the Faith-Based and Neighborhood Partnership creates a level playing field for faith-based as well as other neighborhood organizations to work with the government to meet the needs of America's communities.

Lead Centers should be aware that many sectarian colleges and universities are eligible to participate in the SBDC program. In assembling and maintaining their statewide/region-wide SBDC networks, Lead Centers should be mindful of not imposing any unnecessary conditions which could prohibit or discourage otherwise eligible faith-based or other neighborhood organizations from seeking to act as Service Centers. If a Lead Center has any question regarding particular entity's eligibility to function as a Service Center, it should contact SBA for further assistance.

3. **COUNSELING**

SBDCs must provide counseling to both current and nascent entrepreneurs (pre-venture). An SBDC's counseling clients should be reflective of its area's demographics. SBDCs must assist small businesses in solving problems concerning operations, manufacturing, engineering, technology exchange and development, personnel administration, marketing, sales, merchandising, finance, accounting, business strategy development and other disciplines required for small business growth and expansion, innovation, increased productivity, management improvement, and maintaining the industrial base. Fees for counseling may not be charged.

4. **CO-SPONSORSHIP AGREEMENT**

If one or more organizations and the SBA is involved with an SBDC as co-sponsors, a Co-sponsorship Agreement must be executed by SBA, the SBDC, and all co-sponsors of an activity in accordance with SBA's Co-sponsorship SOP 90753 or revised equivalent.

5. **ON-LINE COUNSELING**

In order to count counseling toward the SBDC's goals, the counseling must be substantive and must meet all of elements of the definition of face-to-face counseling excluding in-person contact. To receive credit for 30 minutes of counseling, the counselor must spend at least 30 minutes researching and formulating the response. This can include several electronic questions and responses that cumulatively add up to 30 minutes.

SBA Form 641 or an equivalent form that supports SBA's management information database may be completed electronically by the client. In states that accept electronic signatures, it may contain an electronic signature. In states that do not accept electronic signatures, the form must have an original signature.

6. **ENVIRONMENTAL ASSISTANCE**

Environmental assistance includes any activity that encourages, supports and enables small businesses to develop, market and/or adopt environmental technologies (including pollution prevention) to achieve economic growth and environmental compliance. SBDCs are encouraged to consult with appropriate state and/or local providers of environmental technical assistance programs.

7. **FINANCIAL ASSISTANCE**

SBDCs should work with their SBA district offices to provide services that increase a small business' access to capital. SBDCs are encouraged to develop linkages with lenders, Small Business Investment
Companies (SBICs), venture capital firms, Certified Development Companies (CDCs), SBA microlending intermediaries and state and local finance programs.

SBDCs will assist small businesses with business plan development, financial statement preparation and analysis, cash flow preparation and analysis, source and application of funds. In addition, SBDCs, in cooperation with SBA district offices, are expected to offer service to new SBA clients and to assist delinquent SBA borrowers who are referred to them by SBA and/or lenders to assist in problem solving, business restructuring, cost analysis, market penetration and other similar subjects.

8. Financial Packaging Assistance Guidelines
SBDCs are encouraged to provide counseling services that increase a small business concern's access to capital, such as business plan development, financial statement preparation and analysis and cash flow preparation and analysis.

SBDCs should help prepare their clients to represent themselves to lending institutions. While SBDCs may attend meetings with lenders to assist clients in preparing financial packages, they may not take a direct role in representing clients in loan negotiations.

SBDCs should inform their clients that counseling assistance or financial packaging assistance does not guarantee receipt of a loan.

SBDCs cannot make loans, service loans or make credit decisions regarding the award of loans.

The SBDCs must not take a direct role in representing clients in loan negotiations. They should, however, help prepare their clients to represent themselves to lending institutions and may attend meetings with lenders to assist clients in preparing financial packages.

SBDCs must not advocate, recommend approval or otherwise attempt in any manner to influence SBA to provide financial assistance to any of its clients. SBDCs may not charge fees for providing assistance for financial packaging. (Note: Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC's acceptance of payment for the provision of counseling services.)

10. International Trade Services
SBDCs will provide international trade finance and market development assistance to small businesses throughout the SBDC network. Where appropriate and to the extent possible, SBDCs will offer special programs. SBDCs will provide international trade assistance by establishing a separate center at one location, or through selected service locations within the SBDC network, to be designated the title of "International Trade Center," depending on the needs of the small business community and the organizational structure of the SBDC. A list of these centers/locations shall be included with the proposal. Such international trade services will be conducted in conjunction with the SBA representative at the local U.S. Export Assistance Center.

11. International Trade Center (ITC)
International Trade Centers (ITCs) are specialty centers within the SBDC network dedicated specifically to providing international trade services. Where appropriate, SBDCs will establish ITCs to focus on export assistance to small businesses. ITCs must have a separately designated and full-time Director and qualified professional staff. They must have a separate budget within the SBDC and there must be separate international trade related counseling and training milestones established in the SBDC.
Cooperative Agreement. Separate brochures marketing the SBDC's international services must be developed and distributed.

The ITC will coordinate and use public and private resources to provide assistance to small businesses, and particularly to those small businesses new to exporting, or with export finance packaging needs.

ITCs will provide a broad range of services as appropriate and needed by the small business community, including the following:

- Assist SBA by supporting Export Assistance Centers sponsored by SBA, the Department of Commerce, the Export-Import Bank, and other federal agencies.

- Assess client's export-related financing needs and assist clients in structuring and compiling necessary documentation, (i.e., business plan development, financial statement and analysis, cash flow preparation and analysis, source and application of funds, letters of credit, etc.) for export financing, and particularly for SBA's Export Working Capital Program.

- Develop linkages with local lenders, SBA District Export Finance Officers, Ex-Im Bank personnel and U. S. Export Assistance Center personnel.

- In cooperation with SBA, develop an Export Trade Assistance Partnership (E-TAP) program on an annual basis for new exporters. Create an E-TAP Task Force for its development and cooperation with other appropriate private and public sector partners to provide counseling and training for this program.

- Develop and conduct seminars on opportunities and procedures involved in exporting, export finance, joint ventures, licensing, ISO 9000 and other International Standards Registration, metric conversion and so forth.

- Identify and analyze client's international trade needs, capabilities and problems, and provide in-depth counseling in international trade techniques, procedures and opportunities.

- Use services available through the Federal Bar Association/SBA Agreement to assist in the resolution of client's international trade/legal problems, the Export Legal Assistance Network (E-LAN).

- Assist SBA in promoting and recruiting participants for SBA cosponsored events including those with the Department of Commerce, the Overseas Private Investment Corporation, the Agency for International Development and the Export-Import Bank.

- Assist SBA in disseminating information on trade promotion, trade finance, trade adjustment and trade remedy assistance.

12. **Manufacturing Assistance**

Many SBDCs partner with the Department of Commerce, National Institute of Standards and Technology's Manufacturing Extension Partnerships (MEPs) to provide specialized services to small manufacturers. Through this partnership, a small manufacturer can receive business management assistance from the SBDC and engineering assistance from the MEPs. Most SBDCs and MEPs view the partnership as significant.
All SBDCs that are partnering with the NIST MEPs are encouraged to continue this valuable assistance to small business manufacturers. SBDCs without a working partnership with the NIST MEPs may wish to pursue one. The nature of any participation with MEPs must be reported in the semiannual and annual reports to SBA.

In those states where base closing or realignments have occurred or will occur, the SBDC must provide a full range of business development and technical assistance services in the affected areas. These services should be specifically designed to meet the particular small business needs that arise as these closings and realignments occur, including services specifically targeted toward existing and former military personnel.

14. Minority Enterprise Development
SBDCs should work with their SBA district offices to provide training and counseling to firms in all stages of participation in the 8(a) Program. Each SBDC must make all of its economic development and technical assistance services available to 8(a) firms in all stages, other minority business owners and prospective minority business owners. SBDCs are encouraged to make special efforts to assist SBA’s Minority Enterprise Development 8(a) Program. These efforts include community-based seminars and workshops concerning the SBA’s 8(a) Program application process.

SBDCs should inform their 8(a) clients that counseling assistance does not guarantee receipt of a contract.

15. Native American Assistance
Each SBDC must make its economic development and technical assistance services available to Native Americans. Local initiatives for Native Americans shall be supported when appropriate, and to the extent possible, by the appropriate SBDC where it is determined that this assistance is needed. Where appropriate, SBDCs shall provide support to initiatives of SBA’s Office of Native American Affairs (ONAA).

16. Procurement Assistance
SBDCs are encouraged to provide services that provide basic information needed by small business concerns interested in procurement opportunities in the Government arena. These services should include, but not be limited to:

- Providing information on Government buying methods.
- Identifying the role of SBA Area Directors for Government Contracting located in SBA field offices and Procurement Center Representatives (PCRs) located at Federal Government purchasing activities.
- Educating small businesses about the Federal government’s move toward doing business by Electronic Data Interchange, marketing techniques and placement on agency bidders’ lists.
- Assisting with the preparation of bids and proposals.
- Identifying subcontracting opportunities.
- Providing counseling and referral information concerning bidders’ rights and obligations, appeal procedures, termination and default actions, and size criteria (business advice, not legal advice).
- Providing assistance on contractual, financial and contract administration issues.
• Developing and/or maintaining computerized systems that identify federal, state and local procurement opportunities.

• Assisting eligible small business firms to complete and submit of the HUBZONE Empowerment Contracting Program electronic application.

• Working cooperatively with the Procurement Technical Assistance (PTAC) program.

17. RURAL DEVELOPMENT
SBDC applicants must make a full range of business development and technical assistance services available to small businesses located in rural areas. These services will be designed to increase rural small business participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs.

18. SBDC LEAD CENTER DIRECTOR
The SBDC Lead Center director must be a full-time (100%) senior manager who shall direct and monitor the program activities and financial affairs of the SBDC network to deliver effective services to the small business community, ensure the SBDC’s compliance with applicable laws, regulations, OMB circulars and Executive Orders as well as implement the Cooperative Agreement. For these purposes, full-time is defined as 100% of time allocated between this grant and other grants that provide management and technical assistance to small businesses. These would include technical assistance programs that the center may be conducting to fully utilize the resources of other federal, state, and local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless but not duplicate business development assistance. Of that, at least 75% of the SBDC Lead Center director’s time must be dedicated to the functions of the SBA SBDC cooperative agreement. The SBDC State Director has the responsibility for negotiating the annual Cooperative Agreement with SBA, keeping in mind that national, state and local needs are to be addressed. The Director has authority to control expenditures under the Lead Center’s budget. Once an SBDC receives its approved budget and program funding from SBA, the SBDC Lead Center Director must have full authority to manage and implement the budget without restrictions from the host entity. SBDC State Directors may manage other programs in addition to the SBDC program if the programs serve small businesses and do not duplicate the services provided by the SBDC network. However, Directors may not receive additional compensation for managing these programs. The SBDC State Director shall serve as the principal contact point for all matters involving the SBDC network.

19. SBTDC DESIGNATION
An SBDC seeking designation as a Small Business and Technology Development Center (SBTDC) must submit an application for such designation to the Accreditation Committee of the ASBDC. Each applicant will be expected to fully address the strategic role to be played in its state, the programs and services to be offered, and the resources committed to technology-related management and technical assistance. Upon completion of its review of each application, the ASBDC will forward the applications along with its comments to the AAO/OSBDCs for approval or disapproval. SBDC Lead Centers, as appropriate, should pursue a technology designation to provide a higher level of technology services to their clients and include a plan for achieving this as part of the application narrative.

SBDC Program Organization and Terminology
The specific identification “Small Business Development Center” or “Small Business and Technology Development Center” shall be a part of the name of every SBDC organization within the SBDC network. [Note: Existing Alabama and Nebraska SBDCs are exempt from this requirement.] No other name designations or variations will be accepted. SBDCs will have two years from
promulgation of revised SBDC regulations (currently in progress) in which to make a necessary name change. An SBDC proposing to use the identification “Small Business and Technology Development Center” must follow the procedures set forth in Section VII, Guidelines, and have the advance written approval of the AA/SBDCs. The state SBDC organization is referred to as the “Lead” SBDC which manages and administers the statewide/region-wide comprehensive small business assistance network, consisting of the Lead Center and its Service Centers. This network is part of the national SBDC program network. The Cooperative Agreement dictates the terms of agreement between the SBA and the Lead Center recipient organization.

20. Surety Bond Guarantee Assistance
SBDCs are encouraged to educate their resources and small business contractors about the Surety Bond Guarantee (SBG) Program. This includes making available program information at counseling and training sessions and at business, professional and trade association meetings. SBDCs should develop an outreach program and actively promote the SBG program to special emphasis contractors. SBDCs should refer small business contractors to the SBG specialist in one of the two SBG Area Offices (Denver and Seattle) for detailed information about the program. The Office of Surety Guarantees in SBA Headquarters will provide a power point presentation for this purpose. An SBDC should contact (202)205-6540. The SBA OSG website is located at: http://www.sba.gov/aboutsba/sbgprograms/osg/index.html

Many contractors are able to leave the program and obtain bonding on their own while others remain in the program for several years. One reason small contractors continue in the program is that they lack management expertise and have ongoing cash flow problems. SBDCs are encouraged to work with the SBG specialist in the appropriate Area Office to identify such contractors and give them the needed business management assistance. Among other areas, this may include business plan development, cash flow preparation and analysis, bid preparation, marketing and financial statement preparation and analysis.

21. Technical Assistance for Research and Innovation
The Lead Center must make technical assistance for research and innovation available, directly or through other relationships, to small businesses including, but not limited to: new product development; assisting inventors and high technology firms to research, develop and market their ideas and inventions; assisting non-technical firms to gain access to existing technologies; SBIR-related assistance; and facilitating the transfer of technology and technical data from federal and university laboratories.

22. Training
Applicants will provide quality training designed to improve the skills and knowledge of existing and prospective small business owners/managers throughout the SBDC network. Where appropriate, SBDCs are encouraged to utilize educational technology such as computer-based instruction, distance learning initiatives, video tapes and other electronic mediums to enhance the distribution and quality of educational services.

Training generated by SBDCs must be coordinated with the SBA project officer to avoid duplication with training efforts offered by other local organizations and SBA. In addition, all training materials developed in an electronic format shall be made available to the SBA SBDC project officer, SBDC Clearinghouse and all SBA resources. SBDCs may charge reasonable fees to cover program costs associated with this training. These fees are considered program income and shall be used to expand services and further SBDC program objectives.

An SBDC training workshop or seminar is defined as an activity or event in which a counselor from a resource partner, District Office personnel or a third party actively delivers a structured program of knowledge, information or experience on a business-related subject. There must be two or more attendees.
A training course must last a total of an hour or more to be counted as training. For courses with multiple sessions each session may count as one course. An agenda, attendee list and evaluation must be kept in the file. The SBDC must use SBA Form 888 to document and report SBDC training activities. SBA’s management information system collects both the number of sessions and hours for the course.

23. SBDC CO-HOSTED TRAINING
SBDCs are encouraged to enter into co-hosted training arrangements with the private sector and other organizations to extend outreach and productivity. (Cooperation between members of the SBDC network; i.e., Lead Center with Service Centers or other organizations funded through the Cooperative Agreement with SBA is not considered a co-hosting.)

In order for an SBDC to receive credit for a co-hosted training event, it must actively participate (i.e., provide speakers, materials, publicity) with the organization assuming primary responsibility for financing the training session. Final responsibility for the quality of the training rests with the SBDC. When reporting training numbers for a training session co-hosted by the SBDC and another SBA resource partner (e.g., WBC, SCORE) and the training session is of such duration that each partner is training for less than one hour each, the partners must work together to determine how to equitably divide the number of clients among themselves. No double counting is permitted so the number that the partners report must equal the total number of attendees at the event. However, in the case where there are breakout sessions lasting one hour or more given individually by the resource partners, then each resource partner can count any attendees participating in their breakout sessions as long as there is a sign-in sheet, an evaluation, and an SBA Form 888 is prepared. Where the training is of such duration that its length is equal to or more hours than the number of ED partners co-hosting the event (i.e., one hour per partner), all partners can report the full number of attendees for the training.

For all co-hosted training among ED resource partners where there will be a distribution of receipts in whole or in part to the co-host, the training file for the activity must document clearly the role and responsibility of the SBDC and each participant receiving a share of the receipts. How the receipts were distributed must also be documented in the training file.

SBDCs are reminded that income received by the SBDC network for all co-hosted programs cannot be used for match funding and should be used to further support the SBDC.

24. VETERAN AND SERVICE-CONNECTED DISABLED VETERAN BUSINESS OWNERSHIP
Each SBDC will make available all of its economic development and technical assistance services to veterans, including service-connected disabled veterans and their immediate families as well as Reservists and National Guard members called to active duty. Both national and local initiatives for veterans shall be supported by the appropriate SBDC as needed. Each SBDC network will establish a minimum of one Veteran Entrepreneurial Training (VET) Program for veterans, service-connected disabled veterans, Reservists and National Guard members as well as active duty military personnel who are pending discharge. The program may include feasibility and marketing studies, preparation of business plans and loan packages including Patriot Express and formation of support groups to provide follow-up and encouragement to participants.

The SBDC may be requested by SBA to provide specific training and counseling with respect to business opportunities or government contracting, in connection with a local base closing.

SBDCs should contact their state National Guard Adjutant General and all units of the Military Reserves to identify Reservists and National Guard members who are operators of small businesses; are otherwise self-employed, or are essential employees in small businesses, and who have been or may be mobilized pursuant to Title 10 U.S.C. for active duty. SBDCs should offer and provide business interruption

FY/CY 2011 -- Page 63
counseling and training as needed to minimize adverse financial and operational problems. Such counseling could include, but is not limited to the offering advice on the best feasible means of winding up of business operations and the utilization of federal and state laws, (including the Soldiers and Sailors Civil Relief Act), enacted to protect small business persons who are subject to mobilization to active duty. Additionally, business assistance for self employed Reserve and National Guard members following their release from active duty will be critical to mitigate expenses, secure legal assistance, engage in significant marketing efforts and otherwise minimize the negative effects of the member's mobilization on their small business or practice.

Each SBDC will undertake an initiative to identify veterans on its staff. Each SBDC should also encourage development of a veterans' business network and perhaps convene a local summit for veteran business owners and service-connected disabled veterans business owners as well as Reservists and National Guard members who are subject to be called to active duty. Each SBDC will contact its local VA regional office and link its veterans' business network to VA Vocational Rehabilitation Counselors.

Additionally, each SBDC should endeavor to raise the level of awareness to its audiences at small business seminars, conferences and outreach Program Announcements about the needs of veterans and service-connected disabled veterans. SBDCs also should strive to develop close working relationships with their respective State Department of Veterans Affairs to explore collaborative outreach and referrals.

Pursuant to the Military Reservist and Veteran Small Business Reauthorization and Opportunity Act of 2010, SBDCs shall, as part of the SBA's Outreach and Technical Assistance Program, market and provide technical assistance for SBA's Military Reservist Economic Injury Disaster Loan program including website linkages to assistance programs offered by SBA, the Department of Veterans Affairs and the Department of Defense.

25. Women's Business Ownership
Each SBDC will make available all of its economic development and technical assistance services to women business owners and prospective women business owners. Both national and local initiatives for women business ownership shall be supported by the appropriate SBDC where it is determined that this assistance is needed. Further, SBDCs will provide support for, coordination with, and referrals to the Women's Business Centers (WBCs). The SBDCs should develop training programs to help women prepare for the global marketplace.

26. Yellow Ribbon Reintegration Program
Pursuant to PL 110-181, passed January 28, 2008 – The Secretary of Defense initiated the Yellow Ribbon Reintegration Program which provides information, services, referral, and proactive outreach programs to National Guard and Reserve members and their families with sufficient information, services, referral, and proactive outreach opportunities through the 4 phases of the deployment cycle:

(1) Pre-Deployment.
(2) Deployment.
(3) Demobilization.
(4) Post-Deployment-Reconstitution.

The goal of the Yellow Ribbon Reintegration Program is to prepare Soldiers and Families for mobilization, sustain Families during mobilization, and reintegrate Soldiers with their Families, communities, and employers upon redeployment or REFRAID.

Relevant portions of the "Act" are:
(h) Outreach Services- As part of the Yellow Ribbon Reintegration Program, the Office for Reintegration Programs may develop programs of outreach to members of the Armed Forces and their family members to educate such members and their family members about the assistance and services available to them under the Yellow Ribbon Reintegration Program. Such assistance and services may include the following:

(6) Financial counseling.
(9) Employment assistance.

More information is available at https://www.arfp.org/yellowribbon.

27. **Regional Innovation Clusters**
The Interagency Regional Innovation Clusters Taskforce (the “Taskforce”) has been charged with developing a replicable and sustainable model for coordinated federal and regional efforts that foster and use regional innovation clusters to develop and demonstrate sustainable and efficient models for attaining national strategic objectives; create and retain Good Jobs (defined below); eliminate gaps between the supply and demand for workers in specialized fields through training and education; increase regional gross domestic product (GDP); promote innovation in science and technology; and enhance the economic, technological, and commercial competitiveness of the United States on the global stage. SBDCs should participate where practical.

28. **FCC Broadband Plan**
For information on the FCC broadband plan click The National Broadband Plan: Connecting America or enter http://www.broadband.gov/ in your browser.
E. ON-LINE COUNSELING SERVICES

1. SELF ASSESSMENT OF WEB-BASED ACTIVITIES

It is required that the applicant conduct the following web-based assessment as part of this funding application.

Attached below is SBA’s description of Levels of Web-based technology service delivery and the scoring range for each level. SBA expects its resource partners, including SBDC Networks, to be at a level III or IV.

<table>
<thead>
<tr>
<th>SBDC SELF-ASSESSMENT OF WEB-BASED ACTIVITIES</th>
<th>Indicate</th>
<th>Scoring</th>
<th>Self-Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is our SBDC accessible to clients via the Internet?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Can clients obtain current information about upcoming events, training, business opportunities, etc. from our SBDC website?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Is our SBDC website updated monthly to reflect current information and offerings so that the information clients obtain is accurate?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Can clients access SBA’s home page via a link from our SBDC website?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. As an enhancement to our technical assistance, can clients directly access specific SBA program areas on the SBA Home Page via a link from our SBDC website? (Procurement, SBIR, International Trade, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No</td>
<td>0</td>
<td></td>
<td></td>
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<tr>
<td>6. Can clients communicate with our SBDC via an automatic e-mail link?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
7. On our website, can clients:
   a) Download forms and other templates?
      i) Yes 8
      ii) No 0

   b) Complete and submit forms and other templates?
      i) Yes 6
      ii) No 0

   c) Access a library of business and management resource materials?
      i) Yes 8
      ii) No 0

   d) Access information via search or query mechanisms?
      i) Yes 8
      ii) No 0

   e) Receive services via audio or video streaming?
      i) Yes 4
      ii) No 0

8. Can clients register and schedule counseling through an automated Internet system?
   a. Yes 8
   b. No 0

9. Can clients access an automated needs assessment tool, online diagnostic or expert system to identify the type and level of service required?
   a. Yes 4
   b. No 0

10. Does this automated needs assessment tool or online diagnostic automatically refer the client to the targeted level of service?
    a. Yes 4
    b. No 0

11. Can clients obtain assistance from a counselor via
    a. Online and real-time chat?
        i. Yes 6
        ii. No 0
    b. E-mail?
        i. Yes 8
        ii. No 0

12. What percentage of our clients are initially counseled on-line?
    a. None 0
    b. 1 - 9% 6
<table>
<thead>
<tr>
<th>13. What percentage of all counseling hours take place online?</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. None</td>
</tr>
<tr>
<td>b. 1-15%</td>
</tr>
<tr>
<td>c. 16% plus</td>
</tr>
<tr>
<td>c. 10% or more</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. Can clients register and schedule training through an automated Internet system?</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes</td>
</tr>
<tr>
<td>b. No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. Does our website provide client access to on-line training programs offered by other entities (other SBDCs, university sites, etc.)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes</td>
</tr>
<tr>
<td>b. No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. What percentage of training courses reported to SBA can clients obtain on-line, e.g., webinars, self-paced courses, instructor-led courses, shared or cooperative arrangements with other SBDCs or other entities?</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. None</td>
</tr>
<tr>
<td>b. 1-9%</td>
</tr>
<tr>
<td>c. 10% or more</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>17. What percentage of the training attendees registered for our on-line training?</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. None</td>
</tr>
<tr>
<td>b. 1-9%</td>
</tr>
<tr>
<td>c. 10% or more</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL Current Level of Web-Based Service Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

2. **Levels of Web-Based Technology Service Delivery**

**Level 1** (Range of 1-60 points):
- Has a website providing access 24/7
- Website contains information about upcoming events, training, business opportunities, etc.

FY/CY 2011 -- Page 68
• Provides a link to the SBA Home Page
• Provides links to specific areas of the SBA website
• Maintains and updates website on a monthly basis to ensure accuracy
• Website provides direct e-mail access to an SBDC recipient

Level II (Range of 61-124 points):
• Website has capacity for clients to download forms and other templates
• Website provides accessibility to a library of business and management resource materials
• Website has search and query capabilities
• Website has an automated system for registering for and scheduling counseling
• Website has an automated system for registering for and scheduling training
• Website can accommodate communication between clients and counselors via e-mail
• Website provides linkages to online training programs offered by other entities
• From 1-15% of counseling hours take place online

Level III (Range of 125-152 points):
• Clients can complete and submit business and other templates online (forms, business plans, financial statements, etc.)
• Website can accommodate communication between clients and counselors via an online, real time chat capability
• 1-9% of training courses reported to SBA is available online, e.g. webinars, self-paced courses, instructor-led courses
• 1-9% of total counseled clients originated with an online initial counseling session
• 16% or more of counseling hours takes place online
• 1-9% of the training clients reported to SBA registered for online training

Level IV (Range of 153-158 points):
• 10% or more of total counseled clients originated with an online initial counseling session
• 10% or more of training courses reported to SBA is available online, e.g., webinars, self-paced courses, instructor-led courses
• 10% or more of the training clients reported to SBA registered for online training
• Website has an automated needs assessment, diagnostic tool or expert system that identifies type and level of service required
• Website has an automated needs assessment, diagnostic tool or expert system that identifies type and level of service required and refers client to targeted level of service
• Website delivers services via audio or video streaming
March 9, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

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

INITIATED BY: Irma J. Alvarez
Dean, Higher Education Center at Otay Mesa

SUBJECT: Memorandum of Understanding with San Diego County Sheriff's Department Weapons Training Unit, Miramar Training Facility

RECOMMENDATION

Approve Memorandum of Understanding (MOU) No. M3204.11 with San Diego County Sheriff's Department Weapons Training Unit, Miramar Training Center, to establish an agreement for facilities use, for the period March 10, 2011 to March 9, 2013, inclusive, in an amount not to exceed $14,000.

OVERVIEW

The MOU supports the use of the Miramar Training Facility located at Miramar Corps Air Base, Camp Elliot, A-Range, East Miramar Road, San Diego, for the purpose of providing students with firearms training as part of the requirements of the Southwestern College Police Academy Program.

FISCAL IMPACT/FUNDING SOURCE

Not to exceed $14,000/Account No. 1-45636-210550-990
MEMORANDUM OF UNDERSTANDING WITH
SAN DIEGO COUNTY SHERIFF'S DEPARTMENT WEAPONS TRAINING UNIT
MIRAMAR TRAINING FACILITY

This agreement is made and entered into this 9th day of March, 2011, by and
between the COUNTY OF SAN DIEGO Sheriff's Department Weapons Training unit,
Miramar Training Facility, a political subdivision of the State of California, (hereinafter
referred to as "COUNTY") and Southwestern Community College District (hereinafter
referred to as "Licensee").

WHEREAS, COUNTY leases and maintains certain training facilities on the Miramar Air
Base property in the City of San Diego, County of San Diego, State of California.

WHEREAS, LICENSEE, a public entity, desires permission for the use of said training
facilities;

WHEREAS, COUNTY is agreeable to said use of these training facilities and hereby grants
permission for said use upon the following terms and conditions;

NOW, THEREFORE, in consideration of the use of these facilities, it is mutually agreed as
follows:

DESCRIPTION OF PROPERTY: The property subject to this License is that property
located at Miramar Marine Corps Air Base, Camp Elliot, A-Range, East Miramar Road, San
Diego, and adjacent land and structures commonly known as the Miramar Training Center
or "Duffytown" (hereinafter referred to as "FACILITY").

PURPOSE: LICENSEE is hereby given a non-exclusive license to use the FACILITY for
meeting and training purposes only.

TERM OF AGREEMENT: The term of this agreement shall commence March 10, 2011, and
shall terminate March 9, 2013 and can be cancelled by either party upon ten (10) days
written notice for reasons beyond the control of the County such as the lease agreement
between the County and the Marine Corps is cancelled.

RESERVATIONS FOR THE FACILITY: LICENSEE shall request in writing specific days
and specific times for the use of the FACILITY at least ten (10) days prior to the date of
requested use. Requests shall be faxed to the Miramar Training Center at (858) 576-6837 or
other telephone numbers that may be provided by the COUNTY who will then dispatch a
written confirmation of the reservation. It is understood that other parties contracting with
the COUNTY may have a similar use of the FACILITY and reasonable accommodation of all
such parties is the desired objective.
LIMITATIONS:

1. The use of FACILITY is subject to the understanding that the FACILITY is reserved only if not in use by the COUNTY or other similar parties contracting with the COUNTY.

2. COUNTY reserves the right to close the FACILITY during times of emergency or when needed by the Sheriff's Department for its activities.

3. COUNTY reserves the right to use FACILITY at all times, and may terminate use of the FACILITY by written notice to LICENSEE's designated representative listed below:

   Name: Pamela Swanegan, Director, SWC Police Academy
   Address: 8100 Gigantic Street, San Diego, CA 92154
   Telephone: (619) 216-6759

   Should the information change during the term of this Agreement, LICENSEE shall so notify COUNTY in writing within five (5) working days.

4. The use of the FACILITY is subject to the understanding that the FACILITY is made available on an "as is" basis.

5. LICENSEE shall maintain the FACILITY in a safe operative condition while in use by the LICENSEE and will conduct adequate periodic inspections to that end.

6. All range firing will be under direct supervision of Range Safety Officers who have completed a POST approved firearms instructor certification course or equivalent. A copy of all Range Officers' certifications must be on file with the COUNTY prior to the use of the firing range. LICENSEE shall comply with the requirements stated in Exhibit "A" entitled "Facility Use Rules".

7. Utilities (water and electricity) that are available without alteration or modification by COUNTY will be supplied without charges and the repair and maintenance of same will be the responsibility of COUNTY.

8. Any improvements installed or provided by LICENSEE shall be submitted to the COUNTY in writing and are to be approved by the COUNTY prior to installation period. Fixtures shall remain following termination or expiration of this Agreement.

9. COUNTY, or its duly authorized representatives or agents may enter upon said FACILITY at any and all reasonable times during the term of this Agreement for the purpose of determining whether the LICENSEE is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the COUNTY.
10. **INDEMNIFICATION/HOLD HARMLESS:** Federal law prohibits LICENSEE from promising to indemnify COUNTY to such an extent that LICENSEE's liability would be indefinite, indeterminate, or potentially unlimited (See 31 U.S.C.§665 and 41 U.S.C. §11.) Under the Federal Tort Claims Act, however, the Federal Government is liable for the negligent or wrongful acts of its employees or agents.

(See 28 U.S.C. §§ 1346(B), 2671-2680.) LICENSEE agrees to process and pay all claims arising out of this Agreement, to the full extent authorized under the Federal Tort Claims Act and any other applicable Federal law, rule, or regulation.

11. **INSURANCE/SELF INSURANCE:** LICENSEE is to be fully self-insured for damage resulting from liability of LICENSEE or any LICENSEE's employees. In the event LICENSEE should cease to be self-insured during the term of this Agreement, LICENSEE shall furnish to COUNTY proof of insurance in form and amounts satisfactory to COUNTY. The COUNTY's requirements shall be reasonable, but shall be designated to insure protection from risks that exist at the time a change in insurance is required.

**CONFORMITY WITH LAW AND SAFETY:**

12. LICENSEE shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations including “Range Safety Officer Qualifications” and “Range Safety Policy” attached herein respectively as Exhibits “B” and “C”.

13. **ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, LICENSEE shall immediately notify the Sheriff’s Communication Center at (858) 565-5025. LICENSEE shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents that occur in connection with this Agreement. The report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of LICENSEE’s liability insurance carrier; (3) a detailed description of the accident and whether any of COUNTY’s equipment, tools, material or staff was involved.

14. **COUNTY PROPERTY:** LICENSEE shall promptly pay for or restore any damage to COUNTY property caused by LICENSEE and arising out of the performance of the Agreement, upon receipt of a written notice or invoice. LICENSEE shall not use LEASED COUNTY FACILITY, premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
1. DRUG-FREE WORKPLACE: LICENSEE and LICENSEE's employees shall comply with county's policy of maintaining a drug-free workplace. Neither LICENSEE nor LICENSEE's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine and amphetamines at any COUNTY facility, including the training facilities.

If LICENSEE or any employee of LICENSEE is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the LICENSEE, within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.

2. NON-DISCRIMINATION: LICENSEE: assures that it will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans With Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam Era veteran status, political affiliation or any other non-merit factor to be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement.

3. ASSIGNMENT OF AGREEMENT: Nothing contained in this Agreement shall be construed to permit assignment or transfer by LICENSEE of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

4. WORKERS' COMPENSATION: LICENSEE shall provide Workers' Compensation insurance at LICENSEE's own cost and expense and further, neither the LICENSEE nor its carrier shall be entitled to recover any costs, settlements or expenses of Workers' Compensation claims arising out this Agreement.

5. FEE SCHEDULE: LICENSEE agrees to pay to COUNTY range use fees according to the Fee Schedule attached as Exhibit "D" in an amount not to exceed $14,000. COUNTY reserves the right to periodically revise the Fee Schedule rates. COUNTY agrees to provide ninety (90) days written notice to LICENSEE of any change to the Fee Schedule.

6. ENTIRE AGREEMENT: This Agreement constitutes the complete expression of the agreement between COUNTY and LICENSEE, and there are no other promises, representations, agreements or warranties, except as set forth herein. There shall be no alteration, change or amendment to this Agreement, except in writing executed by the parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized agents effective the date first written above.

COUNTY OF SAN DIEGO

San Diego County Sheriff's Department

By: ________________________________ Date: ________________________________
William D. Gore, Sheriff
Lieutenant Pete Callewaert
San Diego Weapons Training Unit

LICENSEE:

Southwestern Community College District

By: ________________________________ Date: ________________________________
Denise Whittaker
Interim Superintendent/President

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: M32041
Date: 2/23/11

Originator: Pamela Swanegan
Account No: 1-45636-210550-990
EXHIBIT A

FACILITY USE RULES

Utilization of the Miramar Training Center falls into two categories:
Open (individual) shooting and Structured (group) Training Events. The use and protocol
will be as follows:

Open Shooting

Open shooting is designed to allow the law enforcement officer the opportunity to train
individually. The officer MUST adhere to the following protocol. Failure to do so may result
in loss of range privileges and notification of such to the officer's employer.

1. The officer shall report to the Center's Range office prior to shooting.
2. The officer shall read and acknowledge the Range safety rules.
3. All firearms being used during training shall be listed on the sign-in log.
4. Eye and ear protection and tape may be requested at the time of check-in.
5. Open shooting shall only be conducted on the Range designated by the Center's
   Staff.
6. Only stationery, presented targets shall be used.
7. The officer shall provide cardboard target backing.
8. NO STEEL SHOOTING IS ALLOWED.
9. The officer shall check out with the Center's Range office prior to leaving the
   Center.
10. All damage and injuries MUST be reported to the Center's Range Staff at the time
    of check out.

Structured Training Events

To reserve a firearms Range or use of the Training Facility for a Structured Training Event,
the requesting agency must:

1. Contact the Center's scheduling office to check availability (858) 565-3077.
2. Submit a FAX on departmental letterhead (858-576-6837) two weeks prior to
   requested date. The written request must include the following information:

a) Name of the Range Safety Officer who will oversee the training.
b) Identification of which Range/Facility is being requested.
c) Date and time of requested use and number of trainees.
d) Synopsis of the course of fire or nature of training or event being conducted.
e) Types of firearms and ammunition to be used.
3. The Range Safety Officer who will oversee the training shall meet the
   qualifications listed herein (see Range Safety Officer Qualifications).
EXHIBIT A

FACILITY USE RULES (CONT.)

4. The Range Safety Officer shall conduct a pre-use inspection of the training facility. Any maintenance discrepancy should be brought to the attention of the Center’s Staff prior to use.

5. The Range Safety Officer and the employing agency are solely responsible for any damage caused during use.

6. The Range Safety Officer, at the conclusion of training, shall sign out at the Center’s range office. Any damage or injuries shall be reported prior to leaving the Center.
EXHIBIT B

RANGE SAFETY OFFICER QUALIFICATIONS

Any agency or entity wishing to schedule the use of a range at the Miramar Training Center for a structured training activity must:

1. Be a law enforcement agency, military entity or law enforcement academy authorized to use the Center.
2. Have a Range Safety Officer who has completed a POST approved firearms instructor certification course or equivalent.
3. Submit a letter indicating which certification course was attended and the date.
4. Have the Range Safety Officer attend an annual update course or review an updated Miramar Training Center Policy as dictated by the Sheriff's Range Master.
EXHIBIT C

RANGE SAFETY POLICY

It is the responsibility of the San Diego County Sheriff’s Range Master, the Center Staff and the Range Safety Officer to ensure there is a safe training environment by enforcing and obeying the following safety guidelines:

General Safety Rules:

1. Safety is everyone’s responsibility.
2. Authorization to use the range facility is restricted to law enforcement, military personnel and law enforcement academy students only.
3. Signing in and out at the Center’s Range Office is mandatory.
4. No person under the age of 18 will be allowed on the facility without prior authorization of the facility staff.
5. Any person displaying symptoms of intoxication will not be allowed on the site. Any person using prescription drugs must report this to the Range Safety Officer or Center staff prior to using the range. If the individual’s sobriety or ability to operate weapons safely is questionable, the Center staff will reserve the right to deny access to the range. The individual will be released to a competent guardian and shall leave the property.
6. Smoking is not allowed in any building or training area.
7. Individuals using the range for open shooting are restricted to a 90-minute use period when other personnel are waiting to use the facility.
8. Aiming, discharging and all loading and unloading of weapons must be done on the firing line (not in the parking area or any other area of the facility), with the firearm pointed in a safe direction (down range).
9. Automatic firearms will be fired only during supervised training and ONLY AFTER OBTAINING PRIOR PERMISSION AND NOTIFYING RANGE STAFF BEFORE THE SHOOTING COMMENCES.
10. Use of eye and ear protection is required of all personnel while shooting is in progress.
11. All the brass and trash will be cleared from the range following use.
12. The Range Safety Officer and their employing agency are directly responsible for any damage incurred during the use of the range.
13. All damage must be reported to the Range Office as soon as possible but prior to leaving the Center.
14. All injuries must be reported to the Range Office immediately. The response to medical emergencies WILL be in compliance with the Medical Response Procedures set forth in the Miramar Training Center Policy & Procedures Manual.
15. No ammunition is allowed in firearms cleaning areas.
16. No diversionary devices (flash bangs) are allowed on the facility, unless authorized in advance by Center staff.
EXHIBIT C

RANGE SAFETY POLICY (CONT.)

17. No chemical agents may be used in other than designated areas.
18. No walking is allowed on any dirt impact area or protective berms at any time.
19. No dogs are allowed, unless they are enclosed/secured within a law enforcement vehicle. The dog will not leave the vehicle while at the Center. No "breaking" of a dog will be allowed on Center grounds.
20. All vehicles will be driven in a safe and reasonable manner not to exceed 25 miles per hour on the military base and 10 miles per hour on the Miramar Training Center property.

In addition to the general safety rules cited above, the following rules apply to the use of the ranges:

1. Shotgun shooting is allowed on all three ranges.
2. Rifle shooting is not allowed on the ranges.
3. Steel target systems are to be used only during supervised training and only after being approved by the facility staff. Firing only at an authorized target is allowed.
4. Vehicles may be brought onto ranges 6 and 7 for training purposes upon prior approval of the Facility Staff.
5. Use of eye and ear protection is mandatory for all personnel while shooting is in progress. A baseball style cap is recommended.
6. At no time shall a shooter fire at steel targets closer than 10 yards and the shooters must be as close to a 90 degree angle to the target as possible, to avoid damage and deflection.
### EXHIBIT D

**MIRAMAR TRAINING FACILITY**  
**FEES SCHEDULE**  
(Operational Hours 0800-2200)

<table>
<thead>
<tr>
<th>Venue</th>
<th>4-Hours</th>
<th>8-Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range-5 Combat, 25-Yard Range</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Range-6 Drive on/Combat, 40-Yard Range</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Range-7 Drive on/Combat 50-Yard Range</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Duffy Town (rear firing range only)</td>
<td>$200.00</td>
<td>300.00</td>
</tr>
<tr>
<td>Duffy Town (w/o firing range)</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Duffy Town (with rear firing range)</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Duffy Town Classroom (Max. 45 Occupancy)</td>
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<td>$150.00</td>
</tr>
<tr>
<td>Classroom A (FATS)</td>
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<td>N/A</td>
</tr>
<tr>
<td>Classroom B (Max. 42 Occupancy)</td>
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<td>$150.00</td>
</tr>
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<td>Classroom C (Max. 35 Occupancy)</td>
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<td>Classroom D (Max. 35 Occupancy)</td>
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<tr>
<td>Classroom F (Mat room)</td>
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<td>$150.00</td>
</tr>
<tr>
<td>SWAT Obstacle Course</td>
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<td>$300.00</td>
</tr>
<tr>
<td>K-9 Training Center</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

**SAN DIEGO REGIONAL FIREARMS TRAINING CENTER**
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

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

INITIATED BY: Trish Axsom
Dean, School of Business, Professional & Technical Education

SUBJECT: Amendment to Agreement with San Diego Workforce Partnership, Inc.

RECOMMENDATION

Approve Amendment No. 1 to Agreement No. AR2850.09 with San Diego Workforce Partnership, Inc., to provide American Recovery and Reinvestment Act (ARRA) funds, in a deobligated amount of $173,114 from the original award of $400,000, resulting in a new agreement value in an amount not to exceed $226,886, effective November 10, 2010.

OVERVIEW

This amendment is a budget modification that specifies changes to line item expenditures within personnel and program costs associated with the Biotechnology and Phlebotomy Technician Certificate Programs. These programs are funded by the American Recovery and Reinvestment Act (ARRA) to train students for Biotechnology and Phlebotomy Technician Certificates. The original budget amount was $400,000 and has been reduced by $173,114 to $226,886.

FISCAL IMPACT/ACCOUNT

NTE $173,114 deobligation amount to the District/Account No. 1-38195-020103-770

TA/cd
Training Program Contract

Amendment No. 1

San Diego Workforce Partnership, Inc.
3910 University Avenue, Suite 400
San Diego, CA 92105

Program Specialist: Suzanne Oliver
E-mail address: SuzanneO@workforce.org

Phone: (619) 228-2900
Fax: (619) 528-1423

Contractor
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910

Contractor Contact: Stephen L. Tadlock
Contact Title: Stephen L. Tadlock, Director of Continuing Education, The School of Continuing Education, Economic & Workforce Development
E-mail address: stadlock@swccd.edu

Phone: (619) 216-6631
Fax (619) 482-6402

General Contract Information

Type of Training Program
American Recovery and Reinvestment Act Training

Period of Performance

Total Contract Amount
$226,886

Procurement Information

Type
Request for Proposal

Agenda Item Number
5

Approval Date
June 19, 2009

This is a budget modification that specifies changes to line item expenditures within personnel and program costs associated with the Biotechnology and Phlebotomy Technician Certificate Programs. These Programs are provided by American Recovery and Reinvestment Act (ARRA) funding to train 46 customers for Biotechnology and Phlebotomy Technician Certificates. The original budget amount for this contract was $400,000. This budget modification deobligates $56,371 from Adult funding and $116,743 from dislocated funding with a total deobligation amount of $173,114, with an effective date of November 10, 2010.

The specific details of this contract, described within the following pages, are mutually agreed upon and binding. In witness thereof, this contract is executed by the San Diego Workforce Partnership, Inc. Contractor hereby assents to the terms and conditions contained herein.

San Diego Workforce Partnership, Inc.

Mark Cafferty
President and Chief Executive Officer

Southwestern Community College District

Denise Whittaker
Interim Superintendent/President

Approved as to form by the office of the Purchasing, Contracting & Central Services Director Amendment No. 1 10
Approval No.: AR 2850.09
Date: 2/11/11
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Denise Whittaker
   Interim Superintendent/President

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

INITIATED BY: Mink Stavenga, DBA
   Dean, Instructional Support Services
   Accreditation Oversight Committee Co-Chair

       Ron Vess
       Library Faculty
       Accreditation Oversight Committee Co-Chair

SUBJECT: Amendment to Agreement with Professional Personnel Leasing, Inc.

RECOMMENDATION

Ratify Amendment No.1 to Agreement No. A3041.11 with Professional Personnel Leasing, Inc.,
for accreditation consultant services, for the period September 9, 2010 to June 30, 2011,
inclusive, in an amount not to exceed $55,000.

RATIONALE FOR RATIFICATION

The amendment to the agreement provides an additional $20,000 for accreditation consultant services.

OVERVIEW

Professional Personnel Leasing, Inc. will provide consultant services to review current progress
on the Western Association of Schools and Colleges (WASC) recommendations, trust issues on
campus, and other accreditation sanctions for Southwestern Community College District.

FISCAL IMPACT/ACCOUNT

NTE $55,000 Cost to the District/Account No. 1-44720-663100-000

MS/kr
Southwestern Community College District
Amendment to Agreement
with
Professional Personnel Leasing, Inc.

Amendment No. One (1)

Southwestern Community College District and Professional Personnel Leasing, Inc., (PPL) entered into an Agreement on September 8, 2010.

Amendment No. 1 to Agreement No. A3041.10 is agreed to as follows:

Section II: COMPENSATION, MAXIMUM COST, AND PAYMENT.

Contract amount is modified to an amount not to exceed $55,000, including travel costs, for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.

Attachment A: Scope of Work (additional language):

Continue the work in providing editing and support the submission of the follow-up report and advice on documents related to that report (40 hours)

Continue to work with the constituent groups on the development of the "Decision Making Handbook" (40 hours)

Work with research on further analysis of the survey information distributed to the constituents (20 hours)

Continue to work with Workgroup 8 on building trust relationships on campus (30 hours)

Other support as requested by the Accreditation Liaison Officer and the Superintendent/President (10 hours)

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

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**NO FURTHER MODIFICATIONS HAVE BEEN MADE TO THIS AGREEMENT**

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Southwestern Community College District

Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Professional Personnel Leasing, Inc.

2702 Tiki Road
Novato, CA 94945

Originator: Mink Stavenga, DBA
Account No.: 1-44720-663100-000

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: 3041.11
Date: 2/24/11
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Denise Whittaker
               Interim Superintendent/President

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

SUBJECT: Agreement with Ronald D. Manzoni

RECOMMENDATION

Ratify Agreement No. A3221.11 with Ronald D. Manzoni, to serve on a temporary basis, as
Interim Dean for the School of Social Sciences and Humanities, for the period March 1 to June 30,
2011, inclusive, in an amount not to exceed $46,604.

OVERVIEW

Ronald D. Manzoni will provide leadership to the School of Social Sciences and Humanities. Mr.
Manzoni holds a master’s degree in psychology from the University of California, Riverside. His
leadership background includes serving as Interim President at both Cuyamaca and San Diego
Miramar Colleges and Vice President of Instruction at both San Diego City and Modesto Junior
Colleges. While at Modesto Junior College, he also held the positions of Dean of Instruction,
Dean of Administrative Services and Community Relations, and Dean of Behavioral and Social
Sciences.

FISCAL IMPACT/ACCOUNT

$46,604 Cost to the District/Account No. 1-41210-601400-000 (General Fund)

MM/kr
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Independent Contractor Agreement
(For short or long term contracts with a value of $3,001 and over)

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

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

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor, to the extent required by law, 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 WORK 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:

Interim Dean, School of Social Sciences and Humanities

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 $11,651 per month in a total amount not to exceed $46,604 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.

Revised: August 16, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
(b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.

(c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.

(d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.

(e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on March 1, 2011 and shall terminate on June 30, 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, 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.

Revised: August 16, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
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, but shall have no obligations to, defend the District, its officers, employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, 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 to the extent actually caused by the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions or the District in the negligent performance of this Contract.

XII. **TERMINATION.**

The District or the Contractor may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to the other party. 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. ORIGINALITY.

Contractor agrees 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 representation.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.
XVIII. 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.

XIX. 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.

XX. 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.

XXI. LAWS GOVERNING.

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

XXII 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.
XXIII. 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 9th day of March, 2011.

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

Southwestern Community College District

Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619 482-6301/Fax: 619 482-6413

Signature: 
Date: 

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: 

Originator: Mark Meadows, Ph.D.

Account No.: 1-41210-601400-000

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: 32211
Date: 3/1/11

Revised: August 16, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

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

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

SUBJECT: Community Partnership Program Agreement with Carmen’s Family Daycare

RECOMMENDATION

Ratify Agreement No. A3207.11 with Carmen’s Family Daycare, for the Community Partnership Program, for the period January 5, 2011 to June 30, 2014, inclusive, at a cost based on Shared Cost Selection Chart.

RATIONALE FOR RATIFICATION

This agreement utilizes the template approved by the Governing Board on November 12, 2008, for the purpose of expediting the development of partnerships with community agencies. This process facilitates the efficient placement of students in community organizations in order to gain work-related experience. Governing Board approval and notification of these employers are reported once students have been placed.

OVERVIEW

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

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

FISCAL IMPACT/ACCOUNT

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

BZ/nr
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY PARTNERSHIP PROGRAM AGREEMENT

THIS AGREEMENT is executed on March 9, 2011, by and between Southwestern Community College District (hereinafter referred to as "District") and Carmen's Family Daycare (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Community Partnership Program.

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

WHEREAS, District does not own or operate Agency;

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

I. Scope of Agreement

A. District shall be the employer of record. District shall have the ultimate right to control and direct the services of Students for Agency. District shall also determine that each Student meets eligibility requirements for employment under the Community Partnership Program. District shall assign eligible Students to work for Agency. In addition, Students' work hours may be modified (increased/decreased) by District based on the availability of funds. Agency's responsibility for immediate supervision of Students shall be limited to direction of details and means by which Students perform work for Agency.

B. The work performed by Students shall be in the public interest or, in the case of private agencies for profit employment, work shall be related to the Students' academic major, course work, or career interest, and shall not:

1. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent twelve (12) month period; nor shall work require any funds appropriated for this program to supplant any state, federal, District or other funds used to support previous or existing paid positions in any profit, nonprofit or government agency; impair existing contracts for services; nor fill positions that are vacant because Agency's regular employees are on strike;

2. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public office;

3. Involve any lobbying on the federal, state, or local levels.

4. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction, or as a place for religious worship.

C. Agency Agrees:

1. To the extent Agency is able, to utilize the services of qualified Participants referred to it by District who are eligible to participate.
2. To submit a job request form for Participants' reference, hereinafter called "Job Request Form," which provides the following information:
   a. The total number of positions available;
   b. A job description of each available position, including the suggested rate of pay;
   c. The skills required of the prospective Participants; and
   d. Preferred work days and hours.

3. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.

4. To complete all necessary monthly timekeeping for accounting purposes on forms provided by District.

5. To certify the accuracy of hours reported and the performance on the part of Participants.

6. To not make payments of money to Participants.

7. To reimburse monthly to District the mutually agreed amount of total compensation, including Workers' Compensation Insurance, for Participants used by Agency.

8. To reimburse District 100% for any hours and/or rate of pay exceeding District-approved hours/pay rate.

9. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.

D. District Agrees:

1. To screen and refer Participants to prospective Agencies.

2. To notify Agency of any Participants who may become ineligible.

3. To review with the Participants, the terms of the Job Request Form submitted by Agency.

4. Upon the request of Agency, to accept the termination of any Participants provided by District.

5. To be responsible for the administration of the Program, the maximum hours allowed and the rate of pay.

6. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.

7. To pay compensation to participants. Compensation shall be no more than the approved District rate of pay.

8. To not discriminate against, and refer Participants regardless of race, color, national origin, gender, religion, or disability.

II. Term of Agreement

A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.

B. This Agreement shall be effective January 5, 2011 to June 30, 2014.
C. This Agreement may be modified at any time by written consent of the Parties.

D. This Agreement constitutes the entire agreement between the Parties. There is no expressed or implied agreement except as stated in this Agreement.

III. Insurance and Liability

A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Participants of the District.

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

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

IV. Independent Contractor

A. District is, for all purposes, an independent District and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.

B. It is expressly understood and agreed that neither District nor Participants shall in any event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.

C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

V. Shared Cost (Pay and Workers' Compensation) Selection Chart
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<tr>
<th>FEDERAL WORK STUDY</th>
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<tbody>
<tr>
<td>X Federal Work-Study (Public and Non-Profit)</td>
<td>X CalWORKs Work-Study (75% District Paid)</td>
<td>X EOPS Internship (75% District Paid)</td>
</tr>
<tr>
<td>Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.</td>
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<tr>
<td>X Federal Work-Study (Private for Profit)</td>
<td>X CalWORKs Work-Study (50% District Paid)</td>
<td>X EOPS Internship (50% District Paid)</td>
</tr>
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<td>(50% District Paid)</td>
<td>(50% District Paid)</td>
<td></td>
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<td>Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.</td>
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<td>(100% District Paid)</td>
<td></td>
<td></td>
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<td>District agrees: To pay one hundred percent (100%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.</td>
<td></td>
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</tr>
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(This Agreement is not valid until signed by both Parties)

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: ________________________

Denise Whittaker
Interim Superintendent/President

Date: ____________

Signature of Agency Representative

Date: 01/05/11

Carmen Torres
Name of Agency Representative

Owner

Title of Agency Representative

Carmen Torres
Agency Contact Person

Carmen's Family Daycare
Agency Name

507 Moss St., Chula Vista, CA 91911
Agency Address

619.585.7187
Agency Telephone Number

33-0882519
Agency State Tax Number

Originator: Nelson Riley

Department: Student Employment Services

Budget No.
(FWS) 1-2344-647001-400
(EOPS) 1-2343-732400-434
(CalWORKs) 1-2343-649980-928 and 1-2343-649902-928

Approved as to form by the office of the Purchasing, Contracting & Central Services Director

Approval No.: A3207-11

Date: ____________
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

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

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

SUBJECT: Community Partnership Program Agreement with Barajas Family Child Care

RECOMMENDATION

Ratify Agreement No. A3217.11 with Barajas Family Child Care, for the Community Partnership Program, for the period February 1, 2011 to June 30, 2014, inclusive, at a cost based on Shared Cost Selection Chart.

RATIONALE FOR RATIFICATION

This agreement utilizes the template approved by the Governing Board on November 12, 2008, for the purpose of expediting the development of partnerships with community agencies. This process facilitates the efficient placement of students in community organizations in order to gain work-related experience. Governing Board approval and notification of these employers are reported once students have been placed.

OVERVIEW

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

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

FISCAL IMPACT/ACCOUNT

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

BZ/nr
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY PARTNERSHIP PROGRAM AGREEMENT

THIS AGREEMENT is executed on March 9, 2011, by and between Southwestern Community College District (hereinafter referred to as "District") and Barajas Family Child Care (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Community Partnership Program.

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

WHEREAS, District does not own or operate Agency;

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

I. Scope of Agreement

A. District shall be the employer of record. District shall have the ultimate right to control and direct the services of Students for Agency. District shall also determine that each Student meets eligibility requirements for employment under the Community Partnership Program. District shall assign eligible Students to work for Agency. In addition, Students' work hours may be modified (increased/decreased) by District based on the availability of funds. Agency's responsibility for immediate supervision of Students shall be limited to direction of details and means by which Students perform work for Agency.

B. The work performed by Students shall be in the public interest or, in the case of private agencies for profit employment, work shall be related to the Students' academic major, course work, or career interest, and shall not:

1. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent twelve (12) month period; nor shall work require any funds appropriated for this program to supplant any state, federal, District or other funds used to support previous or existing paid positions in any profit, nonprofit, or government agency; impair existing contracts for services; nor fill positions that are vacant because Agency's regular employees are on strike;

2. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public office;

3. Involve any lobbying on the federal, state, or local levels.

4. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction, or as a place for religious worship.

C. Agency Agrees:

1. To the extent Agency is able, to utilize the services of qualified Participants referred to it by District who are eligible to participate.
2. To submit a job request form for Participants' reference, hereinafter called "Job Request Form," which provides the following information:
   a. The total number of positions available;
   b. A job description of each available position, including the suggested rate of pay;
   c. The skills required of the prospective Participants; and
   d. Preferred work days and hours.

3. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.

4. To complete all necessary monthly timekeeping for accounting purposes on forms provided by District.

5. To certify the accuracy of hours reported and the performance on the part of Participants.

6. To not make payments of money to Participants.

7. To reimburse monthly to District the mutually agreed amount of total compensation, including Workers' Compensation Insurance, for Participants used by Agency.

8. To reimburse District 100% for any hours and/or rate of pay exceeding District-approved hours/pay rate.

9. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.

D. District Agrees:
   1. To screen and refer Participants to prospective Agencies.
   2. To notify Agency of any Participants who may become ineligible.
   3. To review with the Participants, the terms of the Job Request Form submitted by Agency.
   4. Upon the request of Agency, to accept the termination of any Participants provided by District.
   5. To be responsible for the administration of the Program, the maximum hours allowed and the rate of pay.
   6. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.
   7. To pay compensation to participants. Compensation shall be no more than the approved District rate of pay.
   8. To not discriminate against, and refer Participants regardless of race, color, national origin, gender, religion, or disability.

II. Term of Agreement
   A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
   B. This Agreement shall be effective February 1, 2011 to June 30, 2014.
C. This Agreement may be modified at any time by written consent of the Parties.

D. This Agreement constitutes the entire agreement between the Parties. There is no expressed or implied agreement except as stated in this Agreement.

III. Insurance and Liability

A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Participants of the District.

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

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

IV. Independent Contractor

A. District is, for all purposes, an independent District and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.

B. It is expressly understood and agreed that neither District nor Participants shall in any event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.

C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

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

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: Denise Whittaker  
Interim Superintendent/President

Date: __________________

Signature of Agency Representative

Date: 02/01/11  
Olga Barajas  
Name of Agency Representative

Owner  
Title of Agency Representative

Olga Barajas  
Agency Contact Person

Barajas Family Child Care  
Agency Name

5801 Blacksmith Rd., Bonita, CA 91902  
Agency Address

(619) 475-8850  
Agency Telephone Number

395-1338-7  
Agency State Tax Number

Originator: Nelson Riley

Department: Student Employment Services

Budget No.  
(FWS) 1-2344-647001-400  
(EOPS) 1-2343-732400-034  
(CalWORKs) 1-2344-649880-928 and 1-2343-649302-828

Approved as to form by the office of the  
Purchasing, Contracting & Central Services  
Director

Approval No.: A32-171  
Date: 2/11/11
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Independent Contractor Agreement
(For short or long term contracts with a value of $3,001 and over)

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

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

WHEREAS, the Governing Board recognizes that Contractor is acting as an
independent contractor in the performance of work under this contract, and that Contractor, to
the extent required by law, 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 WORK 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:

Interim Vice President for Business and Financial Affairs

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 $13,500 per month in
a total amount not to exceed $54,000 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 March 2, 2011 and shall terminate on June 30, 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, 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.

Revised: August 16, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
XI. HOLD HARMLESS.

Contractor agrees to indemnify, but shall have no obligations to, defend the District, its officers employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, 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 to the extent actually caused by the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions or the District in the negligent performance of this Contract.

XII. TERMINATION.

The District or the Contractor may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to the other party. 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. ORIGINALITY.

Contractor agrees 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 representation.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.
XVIII. 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.

XIX. 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.

XX. 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.

XXI. LAWS GOVERNING.

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

XXII 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.
XXIII. 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 9th day of March, 2011.

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

Southwestern Community College District

Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619 482-6301/Fax: 619 482-6413

Signature: _______________________
Date: _______________________

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. _______________________

Originator: Denise Whittaker

1. Account Nos.: 1-41210-664000-000
   and 1-41210-695000-334

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director

Approval No.: 03223-11
Date: 3/1/11

Revised: August 16, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

APPROVED BY: Denise Whittaker
             Interim Superintendent/President

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

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

SUBJECT: Agreement with Meitetsu Travel U.S.A. Corp.

RECOMMENDATION

Approve Agreement No. AR3208.11 with Meitetsu Travel USA Corp, for the International Paramedic Symposium, for the period April 13 to April 15, 2011, inclusive, in the amount of $4,500, income to the District.

OVERVIEW

It is within the District’s mission and philosophy to recognize its unique role in multicultural communication and education, and commitment to promoting, understanding and appreciating diversity of cultures. The Southwestern College Athletic Department will host an educational and cultural experience for Japanese students studying Paramedic Services. Their experience will include a cultural exchange of ideas related to such services and they will also have the opportunity to participate in college life activities. The District will receive $300 per student with a minimum of 15 students for each group. Funds received will support post-season competition for SWC Athletic programs.

FISCAL IMPACT/ACCOUNT

$4,500 Income to the District/Account No. 1-38896-083517-507 (General Fund)

TD:jsi
CONTRACT INSTRUCTION AGREEMENT
March 10, 2011

THIS AGREEMENT is made by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 (hereafter referred to as “SCCD”) and The Meitetsu Travel U.S.A. Corp., 1515 West 190th St., #403, Gardena, California 90248 (hereafter referred to as “Agency”).

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

1. SERVICES: SCCD agrees to provide the following training program for Agency as follows:
   a. Program Title(s): Paramedic Symposium

      Course Titles and Descriptions:
      Educational Experience: Participants will have the opportunity to exchange ideas related to Paramedic Services.

      Cultural Opportunities: Participants will have the opportunity to visit the Crown Cove Aquatic Center to participate in water sport activities.

   b. Student credentials provided upon successful completion:

      Credit: ☐ Noncredit: ☐ SWC Course Certificate: ☑

      Course Dates: Educational Experience – April 13 & 14, 2011

      Cultural Opportunity: April 15, 2011

   c. Schedule: April 13 – 14, 2011
      8:30 a.m. to 4:30 p.m.

   d. Total hours of instruction: 24

   e. Training Site: SCCD, Chula Vista Campus

2. AGENCY AGREES TO THE FOLLOWING:

   a. Pay SCCD a fee as follows: $300 per student with a minimum of 15 student participants total for both events. Payment will be made upon completion of training or within fifteen (15) days after receipt of service.

   b. The fee includes all course materials.

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

   d. Class size will not exceed a maximum of 20 students.

   e. The Agency will provide all transportation to all venues.

3. SCCD AGREES TO provide a certificated community college instructor to deliver the educational program and to provide appropriate curriculum.
4. MODIFICATION OF AGREEMENT: This agreement may be modified at any time by the written consent of both parties.

5. CANCELLATION: This agreement may be terminated by either party without cause by giving fifteen (15) days written notice to the other party prior to the commencement of services. Any costs incurred by SCCD prior to the date of termination will be paid to SCCD by Agency.

6. EQUAL OPPORTUNITY: Neither SCCD nor Agency shall discriminate against any employee or student on the basis of age, race, color, religion, national origin, sex, or mental or physical handicap.

7. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

8. INSURANCE AND LIABILITY:

a. Agency shall carry its usual comprehensive general liability insurance and Workers’ Compensation for the duration of this agreement, covering Agency’s referred employees or students.

b. SCCD shall carry public liability insurance, or shall self-insure for public liability, covering the employees of SCCD during assignment with the Agency. SCCD shall carry its usual Workers’ Compensation coverage for employees of SCCD during assignment with Agency.

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

Southwestern Community College District

By: ____________________________________________

Name: Denise Whittaker

Title: Interim Superintendent/President

Address: 900 Otay Lakes Road

Chula Vista, CA 91910

Date: ____________________________________________

The Meitetsu Travel USA Corp.

By: ____________________________________________

Name: Mr. Ron Toyota

Title: Director

Address: 1515 West 190th Street, #403

Gardena, CA 90248

Date: ____________________________________________

Originator: Terry Davis, Dean

Budget #: 1-38896-083517-507

Approved as to form by the office of the Purchasing, Contracting & Central Services Director

Approval No.: AR 3208-11

Date: 2/1/11
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

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

INITIATED BY: Victor Castillo
Director, Small Business Development Center & Center for International
Trade Development (SBDC & CITD)

SUBJECT: Agreement with California Resources and Training (CARAT) Consultant
Services

RECOMMENDATION

Ratify Agreement No. AR3211.11 with California Resources and Training (CARAT), to provide
support for the implementation of the Sustainable Broadband Adoption grant, for the period
October 1, 2010 to March 31, 2012, inclusive, in the amount of $15,000 income to the District.

RATIONALE FOR RATIFICATION

Agreement was received by agency January 25, 2011.

OVERVIEW

This contract with CARAT is for the purpose of providing outreach, dissemination of materials,
facility usage, and data processing to the extent of the scope of work agreed upon.

FISCAL IMPACT/ACCOUNT

$15,000 Income to District/Account No. 1-38896-050610-506

VC/dn
CALIFORNIA RESOURCES AND TRAINING
Independent Agency Agreement
(For short or long term contracts with a value of $3,001 and over)

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

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

WHEREAS, the Agency recognizes that District is acting as an independent contractor in the performance of work under this contract, and that District, to the extent required by law, 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, District understands that, for purposes of this Agreement, District is not an employee of the Agency and does not qualify for employee benefits, including workers' compensation benefits;

NOW THEREFORE, the following is agreed:

I. SERVICES AND WORK PRODUCT(S) TO BE RENDERED BY THE DISTRICT.

District agrees to undertake, carry out and complete for the Agency, in a satisfactory and competent manner, the following services:

See Exhibit "A" Scope of Work, attached hereto and made a part hereof.

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

(a) In consideration of the service to be rendered by District as outlined in this agreement, the Agency agrees to pay District a total amount not to exceed $15,000 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by District.

(b) Payment is delivered upon completion of the work and authorization by the Agency’s Executive Director as follows: In Quarterly installments beginning the second quarter in the amount of $3,000 and to follow quarterly thereafter in the same amount through the 6th quarter.

Revised: August 16, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
(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 District’s Chief Financial Officer or designee.

(d) District certifies that District has not and will not receive pay for the same services or days of service by any other public agency.

(e) Agency shall not be liable to District for any costs or expenses paid or incurred by District in performing services for Agency, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on October 1, 2010 and shall terminate on March 31, 2012.

IV. CONFLICT OF INTEREST.

If the Agency determines that District is a “Consultant” under Political Reform Act of 1974, District 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.

District, in the performance of this Contract, shall be and act as an independent contractor. District understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the Agency, and are not entitled to benefits of any kind or nature normally provided employees of the Agency and/or to which Agency’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. District 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.

District acknowledges and agrees that it is the sole responsibility of District to report as income its compensation received from Agency and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of District’s compensation shall be subject to withholding by Agency for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
VII. MATERIALS.

District 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. District'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 Agency may deem necessary, District shall make available to Agency for examination at Agency's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and District will permit the Agency 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) District shall hold in trust for the Agency, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the Agency's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascerttainable by nonparties through available public documentation.

(b) District shall advise the Agency 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 District shall fail to so advise the Agency and as a result of the use of any programs or materials developed by District under this Contract the Agency should be found in violation of any copyright restrictions or requirements, or the Agency should be alleged to be in violation of any copyright restrictions or requirements, District agrees to indemnify, defend and hold harmless, Agency against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

District 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.

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

District agrees to indemnify, but shall have no obligations to, defend the Agency, its officers, employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, 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 to the extent actually caused by the negligent performance of this Contract. The Agency agrees to indemnify, defend and hold harmless District from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions or the Agency in the negligent performance of this Contract.

XII. TERMINATION.

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

Agency 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 District; (b) any act by District exposing the Agency to liability to others for personal injury or property damage; or (c) if District is adjudged a bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of District’s insolvency. Written notice by Agency 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 Agency may secure the required services from another contractor. If the cost to the Agency 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 District. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Agency. Written notice by Agency 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

District agrees to carry a comprehensive or commercial general liability insurance with limits of one-million dollars ($1,000,000) per occurrence and $2,000,000 aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect District and Agency against liability or claims of liability which may arise out of this Contract. In addition, District 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 Agency shall be excess and noncontributory." Prior to commencing the performance of services hereunder, District shall provide Agency with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. District agrees to name Agency and its officers, agents and employees as additional insureds under said policy.

XIV. WORKER'S COMPENSATION INSURANCE.

District agrees to procure and maintain in full force and affect 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 Agency by a bona fide employee of District participating under this Contract, District agrees to defend and hold harmless the Agency from such claim.

XV. ORIGINALITY.

District agrees that all material produced by the District and delivered to Agency 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 Agency from any costs, expenses and damages resulting from any breach of this representation.

XVI. WORKS FOR HIRE.

District understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of Agency and cannot be used without Agency's express written permission. Agency 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 Agency.

District consents to use of District name in conjunction with the sale, use, performance and distribution of the matters as may pertain to the scope of work.
XVII. RIGHTS IN DATA.

District grants to the Agency 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 Agency and shall be subject to the Agency’s general right of inspection to secure the satisfactory completion thereof. District 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 District, District’s business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

District and all District’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 Agency or District 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 District either in whole or in part, nor shall the District further contract for the performance of any of its obligations hereunder, without the prior written consent of the Agency.

XXIII. LAWS GOVERNING.

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

Revised: August 16, 2019
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
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 9th day of March, 2011.

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

CARAT

Name: Selma Taylor
SS#/Federal Tax ID:
Address: 1333 Broadway, Suite 604
City/State/Zip: Oakland, CA 94612
Telephone: 510-267-8994
Fax: 510-835-1332

Are you a District employee? □ Yes X No
Is a Credential or Special License required for this consultancy? □ Yes X No
If yes, please specify and attach a copy of current License. ____________________________

Signature: ____________________________
Date: ____________________________

Southwestern Community College District

Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619 482-6301/Fax: 619 482-6413

Signature: ____________________________
Date: ____________________________

Originator: Victor Castillo

Account No.: 1-38896-050610-506

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: AR3211.11
Date: 2/28/11

Revised: August 15, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
EXHIBIT A
SCOPE OF WORK
BTOP - ACT CONTRACT
Small Business Technology Initiative

The goal of the project is to provide support for the successful completion of the implementation of Sustainable Broadband Adoption grant, Access to Careers and Technology (ACT funded by the California Emerging Technology Fund’s (CETF), Broadband Technology Opportunities Program (BTOP) and California Resources and Training (CARAT).

Work Effort and Deliverables

District is committed to the successful implementation of the ACT grant and to the realization of the outcomes it seeks. The District’s specific commitments of financial, personnel and/or in-kind resources include the following:

1. Outreach to 3,000 businesses to reach the contract goal of 1,000 training participants.
2. Disseminate project materials through newsletters, email blasts, direct mailings, conferences, workshops, seminars and websites.
3. Provide facilities for on-site trainings (as needed).
4. Host and facilitate 20 workshops with an average of 50 registered participants per workshop over an 18 month period commencing on October 1, 2010 through March 31, 2012 totaling 1,000 participants over the contract period.
6. Provide and collect intake registration for training participants.
7. Track and report monthly/quarterly number of training participants, the impact data related jobs created and retained and broadband adoption by small businesses.
8. Work closely with CARAT staff to implement the scope of work and other project related activities.
9. Assign a key staff person to work with CARAT on the ACT project.

The terms of this agreement shall be from October 1, 2010 to March 31, 2012, and are subject to quarterly evaluations. They may be extended by written agreement of both parties.
March 9, 2011

MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

APPROVED BY: Denise Whittaker
    Interim Superintendent/President

SUBMITTED BY: Michael Kerns
    Acting Vice President for Business and Financial Affairs

INITIATED BY: Gunnar Schalin
    Program Director, San Diego Contracting Opportunities Center

SUBJECT: Ratification of Contract with City of San Diego

RECOMMENDATION

Recommend Ratification of Agreement No. AR3209.11 with the City of San Diego under its “Small Business Enhancement Program” (SBEP) Small Business Development Pilot Program, Phase 2, for the period March 1 to December 31, 2011 inclusive, in the amount of $25,000 income to the District.

RATIONALE FOR RATIFICATION

The contract documents were received from the City of San Diego on February 4, 2011, and are being presented to the Governing Board at the first opportunity.

OVERVIEW

The San Diego Contracting Opportunities Center, through Southwestern College’s Office of Business and Financial Affairs, will provide contracting and procurement technical assistance to City of San Diego small and emerging businesses desiring to sell their products or services to the City of San Diego and other federal government, state or local agencies, as well as their prime contractors.

FISCAL IMPACT/ACCOUNT

$25,000 Income to the District/Account No. 1-38896-709961-928 (Project Funds)

GS:jr
CITY OF SAN DIEGO
ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS CITY OF SAN DIEGO ECONOMIC DEVELOPMENT SERVICES CONTRACT ("Contract") is made between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ("CONTRACTOR"), to be effective as of March 1, 2011 (the "Effective Date") when signed by the Parties and approved by the San Diego City Attorney, as follows:

RECITALS

A. CITY'S City Council adopted the Small Business Enhancement Program ("SBEP") and Council Policy 900-15, to provide continuing support to small businesses in recognition of their vital economic, employment, services, and cultural roles, and their importance in sustaining and revitalizing older commercial and residential areas.

B. CITY has determined there is a need for technical assistance and business counseling services to small businesses to help develop contract competencies so that they are able to successfully participate in contracting with the City.

C. CITY wants to hire CONTRACTOR as an independent contractor to perform citywide small business development services.

D. CONTRACTOR is ready, willing, and able to perform such services and has been recommended by CITY'S Small Business Advisory Board to do so.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms shall be defined as follows:


   1.2. "Project" shall mean the scope of services to be provided by CONTRACTOR, attached hereto as Exhibit A: Scope of Services.

   1.3. "Project Budget" shall mean the budget attached hereto as Exhibit B: Project Budget, showing the total amount of SBEP Funds (defined below) allocated and available to fund this Contract.

   1.4. "Project Funds" shall mean all SBEP Funds allocated to this Contract, including interest earned thereon.
1.5. "SBEP Funds" shall mean funds appropriated by CITY’S City Council as part of its applicable "Annual Appropriation Ordinance" for the Small Business Enhancement Program, in accordance with City Council Policy 900-15.

1.6. "Subcontractor(s)" shall mean each subcontractor hired by CONTRACTOR to the extent directly related to the Project.

2. Term. The term of this Contract ("Term") shall be Ten months, commencing on March 1, 2011 and ending on December 31, 2011. This Contract may be extended in writing by an amendment hereto signed by the Parties for no more than ninety (90) calendar days. Either party may terminate this Contract for any reason at any time upon sixty (60) calendar days prior written notice to the other party.

3. Contract Administrator; Designated Representative. CITY’S Economic Development Division ("Division") shall be the contract administrator for this Contract. CITY shall designate, and from time to time may re-designate, a representative (the "Designated Representative") for the purposes of this Contract.

3.1. Direction. CONTRACTOR shall work solely under the direction of the Division and the Designated Representative in performing the Project.

3.2. Consent/Approval. Whenever required under this Contract, CITY’S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his/her designee ("Mayor"), unless otherwise expressly provided. CITY’S discretionary acts hereunder shall be made in the Mayor’s discretion, unless otherwise expressly provided.

4. Independent Contractor. CONTRACTOR acknowledges, and shall ensure that each Subcontractor acknowledges, that they are an independent contractor and not an agent or employee of CITY. No provision of this Contract shall be interpreted to give CITY any right to direct, or exercise any control over, CONTRACTOR concerning the details of performing the Project. CONTRACTOR shall follow the CITY’S direction only as to the end results sought from the Project.

5. Assignment; Subcontracting. This Contract is made in reliance on CONTRACTOR’S qualifications, experience, and identified personnel. Therefore, CONTRACTOR may not assign or subcontract any of its rights or obligations under this Contract without CITY’S prior written consent. Any purported assignment of any of CONTRACTOR’S rights or obligations under this Contract without CITY’S prior written consent shall be void ab initio and a default of this Contract.

6. CONTRACTOR’S Obligations. CONTRACTOR shall fully perform the Project in accordance with the Project Budget and all other terms and conditions of this Contract.

7. Project Budget and Expenditures. SBEP Funds shall only be used for reasonable and appropriate expenditures directly related to the Project. Project expenditures shall not be reimbursed unless eligible under this Contract, Council Policy 900-15, a copy of which is
attached hereto as Exhibit C: Council Policy 900-15. SBEP Funds shall not be expended during any period of CONTRACTOR’S federal, state, or local debarment, suspension, or ineligibility.

7.1. **Other Funding.** If CONTRACTOR receives (or has received) additional funding for the Project from a source or sources other than CITY, the use of which requires CONTRACTOR to make an accounting to or be subject to an audit by such other source, then CONTRACTOR shall charge Project expenditures to the appropriate funding source at the time incurred. Any cost incurred in connection with the Project which is properly chargeable to, or actually claimed for compensation under, a funding source other than CITY, shall not be allowed as a chargeable cost under this Contract.

7.2. **Budget Adjustments.** CONTRACTOR may adjust the line items of its budget by up to ten percent (10%) per line item without CITY’S prior approval. Any budget adjustment greater than ten percent (10%) shall be deemed an amendment to this Contract requiring CITY’S written approval.

7.3. **Total Reimbursement.** The total reimbursement to be paid under this Contract shall not under any circumstances exceed TWENTY FIVE THOUSAND DOLLARS ($25,000). Any expenditure by CONTRACTOR exceeding the limits of this Contract or any other governing policy, rule, law, or regulation may not be charged to the Project and shall be borne solely by CONTRACTOR.

7.4. **Reimbursement Schedule.** CONTRACTOR may request reimbursement from CITY only once per month during the Term. Reimbursement requests must be submitted to CITY as described in the Operating Manual, with all supporting receipts, invoices, checks, payroll statements, bank statements, and other records for services performed. Each reimbursement request shall be accompanied by the following statement, which must be signed by an officer, principal, or general partner of CONTRACTOR:

“[CONTRACTOR] certifies that staff time expended and payment requested are for services performed in accordance with the provisions of the FY 2011 SBEP Contract with The City of San Diego.”

7.4.1. A reimbursement request that is not consistent with the Project Budget, or is not supported with proper documentation shall be ineligible for reimbursement.

7.4.2. Within thirty (30) calendar days after CITY’S receipt of a properly completed reimbursement request, CITY shall approve or deny the eligibility of each expenditure and reimburse CONTRACTOR for all eligible expenditures pursuant to this Contract.

7.4.3. CITY may withhold final payment to CONTRACTOR under this Contract until CONTRACTOR has submitted a final expenditure report summarizing CONTRACTOR’S activities under this Contract and all expenditures have been approved or denied. No payment shall be made to CONTRACTOR with SBEP
Funds appropriated in any subsequent fiscal year until CONTRACTOR has submitted a final expenditure report and all expenditures have been approved or denied.

7.5. **Partial Performance.** If at any time and from time to time CITY determines CONTRACTOR did not perform all services required hereunder in a proper and timely manner, then reimbursement for such services shall be limited to the reasonable costs of the services actually performed.

7.6. **Project Funds.** CONTRACTOR may use Project Funds to improve the services performed by CONTRACTOR under this Contract. CONTRACTOR shall separately account for any and all Project Funds accrued and/or used by CONTRACTOR in the account established pursuant to this Contract. CONTRACTOR shall also include in its monthly reports and annual audits as required hereunder an accounting of any and all Project Funds accrued and/or used by CONTRACTOR.

8. **Project Records.** CONTRACTOR shall maintain, and shall ensure that each Subcontractor maintains, all administrative and financial records required by this Contract (the “Project Records”), including without limitation all books, accounting records, invoices, receipts, payroll records, personnel records, and any other data and records related to the Project.

8.1. **Accounting Standard.** CONTRACTOR shall create and maintain, and shall ensure that each Subcontractor creates and maintains, complete and accurate accounting records in accordance with Generally Accepted Accounting Practices (“GAAP”) in the applicable industry.

8.2. **Production, Inspection, Audit.** Within ten (10) business days after CITY’S written request for Project Records, CONTRACTOR shall make the Project Records available to CITY and its authorized agents for review and audit. Upon CITY’S request, CONTRACTOR shall deliver to CITY exact duplicates of all requested Project Records. CONTRACTOR shall permit, and shall ensure that each Subcontractor permits, the CITY and its authorized agents to inspect and photocopy Project Records at any reasonable time and location within San Diego County, such as CONTRACTOR’S offices. CITY may retain copies of Project Records. CITY shall maintain all copies of Project Records in the strictest confidence allowed by law. If CONTRACTOR or a Subcontractor is unable to make Project Records available for inspection within San Diego County, then CONTRACTOR shall pay all of CITY’S travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained.

8.3. **Storage Period.** CONTRACTOR shall store, and shall ensure that each Subcontractor stores, all Project Records for a period of not less than five (5) years after submission of the final expenditure report upon the expiration or the earlier termination of this Contract, or until all audit findings have been resolved, whichever is longest. All Project Records shall be kept at a protective, secure location. At any time during the storage period, CONTRACTOR shall permit, and shall ensure that each Subcontractor permits, CITY and its authorized agents to examine all Project Records as provided in
this Contract. After the expiration of the storage period, CONTRACTOR shall notify CITY at least thirty (30) calendar days prior to its intent to dispose of Project Records. CONTRACTOR shall not dispose of Project Records without CITY’S prior written consent.

8.4. **Original Project Records.** At any time and from time to time after the expiration or earlier termination of this Contract, CITY may request original Project Records from CONTRACTOR or any Subcontractor. Within ten (10) business days after CITY’S request, CONTRACTOR shall deliver the requested original Project Records to CITY. CONTRACTOR, or the applicable Subcontractor, may retain copies of any such Project Records.

8.5. **Ownership of Project Records.** All Project Records shall be the CITY’S property. CITY’S ownership of the Project Documents includes without limitation the use, reproduction, and/or reuse of the Project Documents, as well as all incidental rights.

9. **Audits; Financial Disclosures; Other Reports and Disclosures.**

9.1. **Audits.** CONTRACTOR shall comply with the requirements of the Single Audit Act of 1984 (PL 98-502), as amended (the “Single Audit Act”), pertaining to recipients of federal funds. The Single Audit Act requires contractors expending $500,000 or more in total federal funding from all sources in a year to have an annual “Single Audit” conducted in accordance with Federal OMB Circular Nos. A-110 and A-133. Those contractors completing Single Audits by calendar year rather than fiscal year must ensure that Single Audits are completed within 180 calendar days after December 31st. CONTRACTOR shall ensure that a Single Audit is completed within 180 calendar days after the expiration or earlier termination of this Contract. CONTRACTOR shall deliver a copy of each Single Audit report to CITY within ten (10) business days after receiving the report. CONTRACTOR shall ensure that each Single Audit and each Financial Statement Audit required by this Contract or applicable law is performed by a Certified Public Accountant. CITY-funded activities shall be clearly identified in each audit report, as well as the dollar amount allocated to the Project by CITY.

9.2. **Financial Statement Audits.** If CONTRACTOR receives $75,000 or more in federal, state, and/or CITY funds in a year, CONTRACTOR shall have a financial statement audit performed in accordance with GAAP and performed by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards. CONTRACTOR shall deliver a report of each such financial statement audit to CITY within 150 calendar days after the end of the year. CITY may extend the deadline by up thirty (30) calendar days upon CONTRACTOR’S written request. Each financial statement audit report shall include the following statements:

a) a statement of expenditures of CITY funds by program, identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts;
b) a statement of revenues and expenditures, and a balance sheet for all funds received by CONTRACTOR; and

c) a statement certifying compliance with all terms and conditions of this Contract, and that all required reports and disclosures have been completed and submitted, attested to by an executive officer, general partner, or owner of CONTRACTOR.

9.2.1. If CONTRACTOR has a separate contract with CITY for the use of Community Development Block Grant ("CDBG") funds, then the audit provisions of that contract shall prevail for the accounting of CDBG funds.

9.2.2. If CONTRACTOR is subject to an audit from a source other than CITY, CONTRACTOR shall deliver a copy of the audit report to CITY within ten (10) business days after CONTRACTOR receives the audit report. CITY, at its sole discretion, may conduct an annual review of each such third-party audit.

9.3. Financial Disclosures. If CONTRACTOR receives $10,000 or more, but less than $75,000, in federal, state, and/or CITY funds in a year, CONTRACTOR shall deliver to CITY within ninety (90) calendar days after the end of the year copies of true, accurate, and complete financial reports and disclosure documents evidencing, to CITY’S reasonable satisfaction, CONTRACTOR’S financial status. CITY may extend the deadline by up thirty (30) calendar days upon CONTRACTOR’S written request. CONTRACTOR shall submit at least the following:

a) a statement of expenditures of CITY funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts; and

b) a statement of revenues and expenditures, and a balance sheet of all funds received by CONTRACTOR.

9.4. Other Reports and Disclosures.

9.4.1. If CONTRACTOR receives less than $10,000 in federal, state, and/or CITY funds in a year, CONTRACTOR shall deliver a report to CITY within thirty (30) calendar days after the expiration or earlier termination of this Contract describing how such funds were used during the Term.

9.4.2. If CONTRACTOR receives $500,000 or more in federal, state, and/or CITY funds, when that funding represents more than ten percent (10%) of CONTRACTOR’S annual budget, CONTRACTOR shall include in its annual documentation required under this Contract a report itemizing the salary and wage ranges for each of CONTRACTOR’S job classifications, including actual executives salaries and benefits packages applicable during the Term.

9.4.3. On or before the last business day of each month, CONTRACTOR shall deliver to CITY a report on the progress of CONTRACTOR’S activities and projects during the previous month.
10. **Compliance with Laws and Policies.** CONTRACTOR shall comply, and shall ensure that each Subcontractor complies, with all applicable laws, rules, regulations, ordinances, resolutions, permits, policies, and directives of the federal, state, and local governments in performing this Contract.

10.1. **Conflicts of Interest.** CONTRACTOR shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, each of the following:

- a) California Government Code sections 1090 *et seq.*, and 81000 *et seq.*;
- b) California Corporations Code sections 7230 – 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 – 5240 (applicable to nonprofit public benefit corporations);
- c) CITY’S Ethics Ordinance, codified in San Diego Municipal Code sections 27.3501 – 27.3595; and
- d) CITY’S “Conflict of Interest and Procurement Policy for Non-profit Corporations Contracting with the City of San Diego,” attached hereto as Exhibit D: **Conflict of Interest and Procurement Policy for Non-profit Corporations Contracting with the City of San Diego**.

10.1.1. The Parties are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Contract. If such a financial and/or economic interest is determined to exist, CITY shall promptly terminate this Contract.

10.1.2. If, in performing its obligations and duties under this Contract, CONTRACTOR makes, or participates in, a “governmental decision,” as described in California Code of Regulations, Title 2, section 18701(a)(2), or performs the same (or substantially all the same) duties for CITY that would otherwise be performed by a CITY employee holding a position specified in CITY’S conflict of interest regulations, CONTRACTOR shall be subject to CITY’S conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing CONTRACTOR’S relevant financial interests.

10.1.2.1. Statements of economic interests shall be made on San Diego City Clerk’s Fair Political Practices Commission Form 700 and filed with the San Diego City Clerk. CONTRACTOR shall file a Form 700 (Assuming Office Statement) within thirty (30) calendar days after CITY’S determination that CONTRACTOR is subject to CITY’S conflict of interest regulations. CONTRACTOR shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which CONTRACTOR was subject to CITY’S conflict of interest regulations.
regulations.

10.1.2.2. If CITY requires CONTRACTOR to file a statement of economic interests, CONTRACTOR shall be considered a “City Official” for the purposes of complying with CITY’S Ethics Ordinance, including without limitation the prohibition against lobbying CITY for one year following the expiration or earlier termination of this Contract.

10.1.3. CONTRACTOR shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.

10.1.4. CONTRACTOR’S personnel, employed in performing this Contract, shall not accept gratuities, or any other favors, from a Subcontractor or potential Subcontractor. CONTRACTOR shall not recommend or specify any product, supplier, or contractor with whom CONTRACTOR has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.1.5. CONTRACTOR’S violation of any conflict of interest law or any of the provisions of this Contract relating to conflicts of interest shall be a default of this Contract.


10.2.1. CONTRACTOR shall comply, and shall ensure that each Subcontractor complies, with CITY’S Equal Employment Opportunity (“EEO”) Outreach Program, codified in San Diego Municipal Code sections 22.2701 - 22.2707. CONTRACTOR and each Subcontractor shall be individually responsible for abiding by its contents.

10.2.2. CONTRACTOR shall comply, and shall ensure that each Subcontractor complies, with Title VII of the Civil Rights Act of 1964, as amended (Executive Orders 11246, 11375, and 12086), and the California Fair Employment Practices Act.

10.2.3. CONTRACTOR shall not discriminate, and shall ensure that each Subcontractor shall not discriminate, on the basis of race, gender, religion, national origin, sexual orientation, age, or disability, in performing this Contract, including without limitation the provision of services, privileges, facilities, advantages, and accommodations.

10.2.4. CONTRACTOR shall provide, and shall ensure that each Subcontractor provides, equal opportunity in all employment practices.
10.2.5. CONTRACTOR shall deliver to CITY a current Work Force Report, and if requested by the Equal Opportunity Contracting Program ("EOCP") staff, an Equal Employment Opportunity Plan, as required by San Diego Municipal Code section 22.2705.

10.2.6. CONTRACTOR acknowledges that compliance with the EEO provisions shall be monitored and reviewed by CITY’S EOCP staff.

10.2.7. CONTRACTOR’S failure to comply with the above equal employment opportunity requirements, or its submittal of false information in response to such requirements, shall be a default of this Contract. In addition to any other remedies available to CITY under this Contract, upon such default, CITY may withhold progress payments until CONTRACTOR cures the default, and CITY may debar CONTRACTOR and/or suspend CONTRACTOR from participating in future CITY contracts (as a prime or subcontractor) for a period of not less than one year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three years. Failure to satisfy penalties imposed pursuant to this Section shall prohibit CONTRACTOR from participating in future CITY contracts, until all penalties have been satisfied.

10.2.8. CONTRACTOR and Subcontractors shall be individually liable for their own discriminatory practices.

10.3. Non-Discrimination in Contracting. CONTRACTOR shall comply, and shall ensure that each Subcontractor complies, with CITY’S Nondiscrimination in Contracting Ordinance, codified in San Diego Municipal Code sections 22.3501 - 22.3517. CONTRACTOR shall not discriminate, and shall ensure that each Subcontractor shall not discriminate, on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability, in the solicitation, selection, hiring, or treatment of its employees, any applicants for employment, and any subcontractors, vendors, or suppliers.

10.3.1. Within sixty (60) calendar days after CITY’S request, CONTRACTOR shall deliver to CITY a true and complete list of the names of all subcontractors, vendors, and suppliers that CONTRACTOR has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by CONTRACTOR for each subcontract or supply contract. CONTRACTOR shall fully cooperate in any investigation conducted by CITY, pursuant to CITY’S Nondiscrimination in Contracting Ordinance.

10.3.2. CONTRACTOR’S violation of any non-discrimination in contracting provision of this Contract shall be a default of this Contract.

10.4. Local Business and Employment. CONTRACTOR acknowledges that CITY seeks to
promote employment and business opportunities for local residents and firms on all
CITY contracts. CONTRACTOR shall, to the extent reasonably possible, solicit
applications for employment, as well as bids and proposals for subcontracts for work
associated with this Contract, from local residents and firms as opportunities occur.
CONTRACTOR shall hire qualified local residents and firms whenever feasible.

10.5. **Living Wage Ordinance.** CONTRACTOR shall comply, and shall ensure that each
Subcontractor complies, with the provisions of CITY’S Living Wage Ordinance,
codified in San Diego Municipal Code sections 22.4201 et seq., in performing this
Contract.

10.6. **Drug-Free Workplace.** CONTRACTOR shall comply, and shall ensure that each
Subcontractor complies, with CITY’S Drug-Free Workplace requirements, set forth
in City Council Policy 100-17, as adopted by City Council Resolution R-277952 and
incorporated herein. CONTRACTOR shall certify, and shall ensure that each
Subcontractor certifies, that it shall provide a drug-free workplace by delivering to
CITY a “Contractor Certification for a Drug-Free Workplace” form.

10.6.1. CONTRACTOR shall post in a prominent place at its worksite a statement
setting forth its drug-free policy, notifying employees that the unlawful
manufacture, distribution, dispensation, possession, or use of a controlled
substance is prohibited in the workplace, and specifying the actions that shall
be taken against employees for violations of the prohibition.

10.6.2. CONTRACTOR shall establish a drug-free awareness program to inform
employees about each of the following: (a) the dangers of drug abuse in the
workplace; (b) a policy of maintaining a drug-free workplace; (c) the
availability of drug counseling, rehabilitation, and employee assistance
programs; and (d) the penalties that may be imposed upon employees for
drug abuse violations.

10.6.3. CONTRACTOR and each Subcontractor shall be individually responsible for
their own drug-free workplace program.

10.7. **Americans with Disabilities Act.** CONTRACTOR shall comply with City Council
Policy 100-04, relating to the federally-mandated Americans with Disabilities Act
(“ADA”). CONTRACTOR and each Subcontractor shall be individually responsible
for their own ADA program.

10.8. **Storm Water Pollution Prevention.** CONTRACTOR shall comply, and shall ensure
that each Subcontractor complies, with CITY’S Storm Water Management and
Discharge Control Ordinance, codified in San Diego Municipal Code sections
43.0301 et seq., in performing this Contract.

10.9. **Hiring of Full-Time Staff.** CONTRACTOR shall conduct all hiring of full-time staff
using an open, competitive process. This process shall include the publication of a
Request for Qualifications in a newspaper of general circulation.
10.10. **Employment of City Staff.** Pursuant to City Council Policy 300-11, CITY may, at its sole discretion, unilaterally and immediately terminate this Contract if CONTRACTOR employs an individual, who, within twelve months immediately preceding such employment, did, in the individual's capacity as a CITY officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of CONTRACTOR for this Contract.

10.11. **Lobbying and Political Activities.** CONTRACTOR shall not use, and shall ensure that each Subcontractor does not use, any of the funds, personnel, or materials received in connection with this Contract, to influence, or attempt to influence, any governmental decision or election in any manner, whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of federal, state, or local government. The term, "influence or attempt to influence," shall mean the making, with the intent to influence, of any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election.

10.11.1. CONTRACTOR shall complete and sign a certification of CONTRACTOR'S knowledge of, and promise to comply with, each of the lobbying and political activities provisions of this Contract. Such certification shall be a condition precedent to this Contract and shall be delivered to CITY within ten (10) business days after the Effective Date. CONTRACTOR shall also require this same certification to be included in all subcontracts, sub-grants, and cooperative contracts exceeding $100,000.

10.11.2. CONTRACTOR acknowledges that the duty to disclose lobbying activities is a continuing requirement, and shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

10.12. **Operating Manual.** CONTRACTOR acknowledges receipt of, and shall comply with, the Operating Manual, including without limitation those provisions related to fiscal accountability, eligible and ineligible project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. No change to the procedures set forth in the Operating Manual shall be effective without CITY'S prior written consent.

11. **Insurance.** CONTRACTOR shall deliver to CITY, and shall ensure that each Subcontractor delivers to CITY, a current certificate of insurance for:

1) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars ($1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars ($2,000,000);
2) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Contract. Coverage shall be written on ISO form CA 00 01 12 90, or a substitute form providing equivalent liability coverage; and

3) Workers’ Compensation Insurance, as required by the laws of the State of California for all of CONTRACTOR’S employees who are subject to this Contract, with Employers’ Liability coverage with a limit of at least One Million Dollars ($1,000,000).

11.1. **Additional Insureds.** Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], “The City of San Diego, its elected officials, officers, employees, representatives, and agents” shall be named as additional insureds in all policies.

11.2. **Primary & Non-Contributory.** Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY.

11.3. **Qualified Insurer(s).** All insurance required by the terms of this Contract must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

11.4. **Deductibles/Retentions.** All deductibles and self-insured retentions on any insurance policy are the sole responsibility of CONTRACTOR, and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

11.5. **Continuity of Coverage.** All policies shall be effective as of the Effective Date. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, CONTRACTOR shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Contract. CONTRACTOR shall provide proof of continuing insurance at least annually during the term of this Contract. If insurance lapses or is discontinued for any reason, CONTRACTOR shall immediately notify CITY and obtain replacement insurance as soon as possible.

11.6. **Modification.** To assure protection from and against the kind and extent of risk existing with the Project, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving CONTRACTOR thirty (30) days prior written notice. CONTRACTOR shall also obtain any additional insurance required by CITY for changed circumstances or CITY’S reasonable re-evaluation of risk levels related to the Project.
11.7. **Accident Reports.** CONTRACTOR shall immediately report to CITY any accident causing property damage or injury to persons and related to the Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

11.8. **Causes of Loss - Special Form Property Insurance.** CONTRACTOR shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of CONTRACTOR'S insurable property related to the Project in an amount to cover 100 percent (100%) of the replacement cost. CONTRACTOR shall deliver to CITY a certificate of such insurance.

11.9. **Subcontractors' Insurance.** CONTRACTOR shall ensure that each Subcontractor complies with the insurance provisions of this Contract as if the Subcontractor were CONTRACTOR. CONTRACTOR and each Subcontractor shall be individually responsible for obtaining and maintaining their own insurance.

12. **Suspension and Termination.**

12.1. **Suspension or Disallowance of Payments.** Notwithstanding any other provision of this Contract, if CONTRACTOR breaches any of its obligations under this Contract, CITY may either or both: (a) suspend one or more payments to CONTRACTOR, pending correction of the breach; and/or (b) disallow funds for all or part of the cost of the activity or action related to the breach. After notice that CITY is suspending payments and/or disallowing funds, CONTRACTOR shall not expend any funds toward the activity or action related to the breach unless and until the breach is corrected.

12.2. **Termination: Default for Failure to Correct Breach.** CONTRACTOR shall be in default of this Contract if it breaches any of its obligations under this Contract and fails to correct the breach within thirty (30) days following written notice thereof from CITY, or if not correctible within thirty (30) days, fails to commence to correct the breach within thirty (30) days and diligently pursue the correction to completion. If CONTRACTOR is in default of this Contract, CITY may immediately terminate this Contract upon notice to CONTRACTOR.

12.3. **Termination: Default for Non-Correctible Breach.** CONTRACTOR shall be in default of this Contract, and CITY may immediately terminate this Contract upon such default, if any of the following occurs:

12.3.1. CONTRACTOR makes material misrepresentations in information furnished to CITY pursuant to this Contract, regardless of whether CONTRACTOR had knowledge or intent with respect to the misrepresentation.

12.3.2. CONTRACTOR, or any of its officers or directors, engages in conduct that results in CONTRACTOR, or any of its officers or directors, being
convicted of a felony that in CITY’S sole discretion materially and adversely affects CONTRACTOR’S ability to perform its obligations under this Contract.

12.3.3. CONTRACTOR misappropriates funds.

12.3.4. CONTRACTOR files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors.

12.3.5. CONTRACTOR is unable or unwilling to comply with any terms or conditions concerning the Project that may be required by existing, amended, or newly enacted federal, state, or local laws, rules, regulations, or directives.

12.4. Continuing Responsibilities. Upon any termination of this Contract, this Contract shall continue until CONTRACTOR has completed any and all additional work necessary for the orderly filing of documents and winding up CONTRACTOR’S performance of this Contract as CITY may reasonably direct. Upon the termination of this Contract, CONTRACTOR shall deliver to CITY all SBEP Funds on hand at the time of the termination, and any accounts receivable attributable to the use of SBEP Funds.

12.5. Rights and Remedies Reserved. CITY’S rights and remedies under this Contract are cumulative and shall not limit, waive, or deny any other rights or remedies at law or in equity, existing on the Effective Date or later enacted or established.

13. Informal Dispute Resolution. If the Parties have any dispute as to their respective rights, obligations, and/or duties under this Contract, or the meaning or interpretation of any provision contained herein, they shall first attempt to resolve such dispute by informal discussion between themselves. Such discussion shall take place as soon as reasonably possibly after delivery of a written notice of dispute.

14. Attorney Fees. If any party brings an action or proceeding against another party under this Contract, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The “prevailing party” shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment. If, as a result of an action brought by or against CONTRACTOR in connection with this Contract, and CITY intervenes therein, becomes a party, or is made a party thereto, CONTRACTOR shall pay all of CITY’S costs and expenses thereof, including without limitation reasonable attorney fees and costs.

15. Mandatory Assistance. If either a third-party dispute or litigation arises out of or relates in any way to this Contract, then upon CITY’S request, CONTRACTOR and its agents, officers, and employees shall assist CITY in resolving the dispute or litigation. CONTRACTOR’S assistance to CITY, hereinafter referred to as “Mandatory Assistance,” shall include without limitation providing professional consultations, attending mediations, arbitrations, depositions, trials, and any event related to the dispute resolution or litigation.
15.1. CITY shall reasonably compensate CONTRACTOR and its agents, officers, and employees for providing Mandatory Assistance. If, however, such Mandatory Assistance is ultimately determined, through resolution of the third-party dispute or litigation, to be attributable in whole or in part to the acts or omissions of CONTRACTOR or its agents, officers, or employees, then CONTRACTOR shall reimburse CITY for all compensation paid to CONTRACTOR and its agents, officers, and employees for the Mandatory Assistance.

15.2. CITY shall not reimburse, nor shall CONTRACTOR be entitled to receive, any attorney fees incurred by CONTRACTOR as a result of providing Mandatory Assistance.

16. **Indemnification.** Each party shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with their performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

17. **Subcontractors.** Within five (5) business days after the Effective Date, CONTRACTOR shall deliver to CITY: (a) a list of all Subcontractors and intended Subcontractors, with their contact information; and (b) a copy of each Subcontractor contract, including the scope of work, a written statement describing the justification for the Subcontractor's services, and an itemization of all costs for the Subcontractor's services. If CONTRACTOR hires additional Subcontractors, or modifies any existing Subcontractor contract, CONTRACTOR shall deliver to CITY: (a) an updated list of all Subcontractors, with their contact information; and (b) a copy of each new or modified Subcontractor contract, including the scope of work, a written statement describing the justification for the Subcontractor's services, and an itemization of all costs for the Subcontractor's services. CITY may forward the Subcontractor lists to EOCP.

17.1. **Procurement.** Contractor shall comply with all federal, state, and local laws, regulations, and policies applicable to public contracts and procurement practices, including without limitation Exhibit D: Conflict of Interest and Procurement Policy for Non-profit Corporations Contracting with the City of San Diego, attached hereto. CONTRACTOR shall maintain documentation of the process used to procure Subcontractor services, and shall deliver to CITY upon request a copy of all such documentation.

17.2. **Contract Activity Report.** Upon request, CONTRACTOR shall deliver to CITY such statistical information and such Subcontractor invoices as CITY may reasonably require.

17.3. **Prohibited Subcontractors.** CONTRACTOR shall not employ, award any contract to, engage the services of, or fund any subcontractor who is subject to federal, state, or local debarment, suspension, or ineligibility.
17.4. **Notices.** Any notice required or permitted to be given under this Contract shall be in writing and may be served personally, sent by United States mail, postage prepaid, or by reliable overnight courier. Any party entitled or required to receive notice under this Contract may by like notice designate a different address to which notices shall be sent. Notice shall be effective upon confirmed receipt. The parties’ addresses for notice shall be as follows:

**THE CITY OF SAN DIEGO**  
Attn: Small Business Office, Economic Development Division  
1200 Third Avenue, Suite 1400  
San Diego, CA 92101

With a copy by First Class Mail to: **SAN DIEGO CITY ATTORNEY**  
Attn: Real Property Section  
1200 Third Avenue, Suite 1100  
San Diego, California 92101-4106

With a copy by First Class Mail to: **Southwestern Community College District**  
900 Otay Lakes Road  
Chula Vista, CA 91910

With a copy by First Class Mail to: **San Diego Contracting Opportunities Center**  
4007 Camino Del Rio South, Suite 210  
San Diego, CA 92128-4105

**Confidentiality.** CONTRACTOR shall maintain all information it receives from CITY and related to this Contract as strictly confidential shall not release any such information to any third party without CITY’S prior written consent. This confidentiality obligation shall not apply to information that: (a) was publicly known, or otherwise known to CONTRACTOR, at the time the information was provided; (b) subsequently becomes publicly known, through no act or omission of CONTRACTOR; (c) becomes known to CONTRACTOR from a source or means other than CITY; or (d) is considered a “public record” under the California Public Records Act (i.e., California Government Code sections 6250 et. seq.).

18. **Promotional Materials.** CONTRACTOR shall obtain CITY’S written approval prior to the release of any promotional materials. CONTRACTOR shall prominently display the following language in all promotional materials, including without limitation brochures, newsletters, advertising, fact sheets, news releases, and internet web sites: “Partially funded by the City of San Diego’s Small Business Enhancement Program.” If any such promotional material expresses an opinion regarding a matter of public policy, CONTRACTOR shall also include the following language: “The opinion(s) stated herein do(es) not necessarily reflect the opinion or policy of the City of San Diego.” CONTRACTOR shall comply with the provisions of CITY’S Administrative Regulation 95.65 regarding product endorsements. CONTRACTOR shall not in any way identify or
refer to CITY as the user or endorser of a product or service without CITY’S prior written approval.


19.1 Municipal Powers. Nothing contained in this Contract shall be construed as a limitation upon the powers of CITY as a California Charter City.

19.2 Governing Law. The terms and conditions of this Contract shall be construed and interpreted in accordance with the laws of the State of California. In addition, the terms and conditions of this Contract are subject to SBEP rules and regulations now in effect or later enacted or amended.

19.3 Jurisdiction and Venue. For any dispute, claim, or legal matter related to this Contract or the performance of this Contract, the parties shall submit to the personal jurisdiction and venue of any State Court within the County of San Diego, California.

19.4 Integrated Contract. This Contract contains the entire understanding of the parties. There is no other written or oral understanding between the parties with respect to this Contract or the Project. Each party has relied solely on advice from its own attorneys and experts in entering into this Contract. No other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Contract. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

19.5 Contract Modifications. No modification, amendment, or alteration of this Contract shall be valid unless it is in writing and signed by all parties; provided, however, if the change results in a total compensation to CONTRACTOR of $250,000 or more, then such change must first be approved by CITY’S City Council.

19.6 Covenants and Conditions. All provisions expressed in this Contract as either covenants or conditions shall be deemed to be both covenants and conditions.

19.7 Waiver. CITY’S waiver of a breach or default by CONTRACTOR shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by CITY. CITY’S delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy under this Contract. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. Any failure by CITY to discover a breach or default, or take prompt action to require the cure of any breach or default, shall not result in an equitable estoppel, but CITY shall at all times have the legal right to require the cure of any breach or default.
19.8 **Successors in Interest.** Except as otherwise provided in this Contract, all of the terms, covenants, and conditions of this Contract shall apply to, benefit, and jointly and severally bind the successors and assigns of the respective parties.

19.9 **Partial Invalidity.** If any term, covenant, condition, or provision of this Contract is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

19.10 **No Affiliation.** Nothing contained in this Contract shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and CONTRACTOR or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of CONTRACTOR or any other party or entity.

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

19.12 **Captions.** The section headings and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Contract. The numbers of the paragraphs and pages of this Contract may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Contract.

19.13 **Time is of the Essence.** Time is of the essence for each obligation under this Contract.

19.14 **Survival.** Each right and obligation that accrues under this Contract prior to its expiration or earlier termination, and each right and obligation which by its nature must reasonably extend beyond the expiration or earlier termination of his Contract, shall survive the expiration or earlier termination of this Contract.
19.15 Authority to Contract. Each individual executing this Contract on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Contract on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Contract is binding upon such person or entity in accordance with its terms. Each person executing this Contract on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Contract is executed to be effective as of March 1, 2011.

Date: ____________

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

BY: ____________________________________________

Name: Denise Whittaker
Title: Interim Superintendent/President

Date: ____________

THE CITY OF SAN DIEGO, a California municipal corporation [Authorizing Ordinance No. O-19652]

BY: ____________________________________________

Name: ____________________________________________
Title: ____________________________________________

APPROVED AS TO FORM AND LEGALITY:

JAN I. GOLDSMITH, City Attorney

BY: ____________________________________________

Name: ____________________________________________
Title: ____________________________________________

Originator: Gunnar Schalin
Program Director, San Diego Contracting Opportunities Center

Account No.: 1-38896-709961-928
(Project Funds)

Approved as to form by the office of the Purchasing, Contracting & Central Services Director

Approval No.: BR 3209.11
Date: 3/1/11
Exhibit A:

SCOPE FOR SAN DIEGO CONTRACTING OPPORTUNITIES CENTER
SBEP SMALL BUSINESS DEVELOPMENT PILOT PROGRAM PHASE 2
2-8-2011

PURPOSE

The San Diego Contracting Opportunities Center (SDCOC) will assist the City of San Diego to conduct an ten month enhanced pilot program designed to increase the participation of small business enterprises on City contracts, as prime or sub contractors in all areas, including supplies, services, and construction projects.

SCOPE OF WORK

1. Refine and conduct initial survey of small businesses to include data such as:
   A) Firm’s description and capabilities
      • number of employees
      • average annual sales revenues
      • year company was started
      • classification of goods and services by NAICS codes
      • bonding levels
      • licenses
      • performance history (with client references)
      • location
      • income demographics (based on HUD household low/mod income limits)
   B) Business counseling and training needs
   C) Firms’ experience and perceptions regarding barriers to competing successfully for City contracts, using multiple choice and/or open-ended queries.

2. Review results of City’s surveys of small businesses, and assist City in selecting businesses to participate in the pilot program including those in the low to moderate income categories. Criteria for selecting participants and the services to be offered to them, will be derived from survey results in collaboration between the City of San Diego and SDCOC staff.

3. Submit periodic updates on program status.
   Reports will include barriers and obstacles reported or observed as well as participant involvement and contracting outcomes. Participate in orientations, meetings, and other training events with City Staff.

4. Provide Counseling and Training Services to Program Participants.
   A subset of the selected pilot program participants will receive counseling and training from SDCOC based on their survey responses. Training provided will be selected from a tailored SDCOC catalog of workshops suitable for pilot participants.

5. Conduct Follow-Up Survey to assess pilot participant progress and program results.

6. Produce a Summary/Final Report that will include Recommendations.
   This report will incorporate: Findings from earlier surveys; notable success story/stories that may result from the pilot program; and recommended next steps for the City to consider to refine services and further support small businesses.
### NOMINAL PROJECT TIMELINE – CY 2011

<table>
<thead>
<tr>
<th>Task</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execute contract.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1. Refine and conduct Initial Survey in coordination with City Staff.</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>2. Review and analyze survey results.</td>
<td></td>
<td>X</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>3. Submit Update/Status Reports as requested.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>Participate in meetings/events.</td>
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<tr>
<td>4. Provide Counseling and Training Services.</td>
<td>X</td>
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</tr>
<tr>
<td>5. Conduct Follow-up Survey.</td>
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<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>6. Produce Summary/Final Report and Recommendations.</td>
<td></td>
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<td></td>
<td></td>
<td>X</td>
<td></td>
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</tr>
</tbody>
</table>

### 2011 Pilot Program Pricing Justification

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Estimated Cost $*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Refine, Conduct, Validate Initial Survey (approx 25 hours)</td>
<td></td>
<td>1,600</td>
</tr>
<tr>
<td>2. Review and Analysis of Individual Surveys (approx 50 hours)</td>
<td></td>
<td>3,250</td>
</tr>
<tr>
<td>3. Research and Prepare Update Reports (approx 70 hours)</td>
<td></td>
<td>4,550</td>
</tr>
<tr>
<td>4. Provide Counseling and Training Services to Participants (approx 140 hours)</td>
<td></td>
<td>9,100</td>
</tr>
<tr>
<td>5. Conduct Follow-up Survey and Analysis (approx 40 hours)</td>
<td></td>
<td>2,600</td>
</tr>
<tr>
<td>6. Produce Summary/Final Report with Recommendations (approx 60 hours)</td>
<td></td>
<td>3,900</td>
</tr>
</tbody>
</table>

**Total Price**                                                                                         **$25,000**

*Estimated costs include the allocation of indirect cost. Costs shown include required data base entry, data retrieval and statistical report generation. Estimates are based on the expected average cost of all skills used on the project including program manager, senior procurement specialists, plan room coordinator and project clerk. Note: $6,250 will be invoiced on 30 April, 31 July, 31 October and upon submittal of Final Report.*
Exhibit C:
Council Policy 100-15

SUBJECT: SMALL BUSINESS ENHANCEMENT PROGRAM (SBEP)
POLICY NO.: 900-15
EFFECTIVE DATE: November 13, 2008

BACKGROUND:

In 1995, the City Council established the Small Business Enhancement Program (SBEP) with an annual General Fund appropriation equivalent to $20 per small business (businesses with 12 or fewer employees) registered with the City. The purpose of the SBEP was to provide continuing support to small businesses in recognition of their vital economic, employment, service, and cultural roles, and their importance in sustaining and revitalizing older commercial and residential areas.

Administered by the Economic Development Division’s Office of Small Business, SBEP has significantly enhanced the City’s partnership with the Business Improvement Districts (BID’s) and the BID Council and with non-profit business assistance organizations, and has provided a broad range of direct assistance programs for San Diego’s 80,000 plus small businesses.

Since inception, the SBEP has provided funding and services to enhance commercial neighborhood revitalization, promote individual business success; and strengthen the network of non-profit small business service providers. However, SBEP funded activities evolve over time and new needs are identified.

PURPOSE:

The purpose of this Policy is to avoid delays in the SBEP allocation process resulting from SBEP’s unique appropriation methodology, and to provide for accountability, efficiency, and flexibility in the administration of the Program. The allocation guidelines are not intended to restrict new program development or innovation within the prescribed categories if such enhancements would provide greater benefit to the small business community.

POLICY:

It shall be the policy of the City Council, as part of the City’s annual budget, to provide and appropriate funds for a specific staffing commitment, and to appropriate a specific dollar amount, for SBEP. The appropriation and staffing commitment shall be fixed, based on a realistic estimate of the number of small businesses that will register with the City over the course of the ensuing fiscal year. The appropriation shall not be adjusted at year end but unused funds shall be carried forward to the following fiscal year for SBEP. However, should the number of small business registering with the City increase significantly then the annual commitment of staff services and funding shall be re-evaluated by the Small Business Advisory Board in conjunction with City staff. If the number of small businesses registering with the City
on an annual basis falls below 80,000 then the annual appropriation shall be reduced accordingly. Specifically, the following amounts for categories within SBEP and staff support shall be allocated (subject to a minimum number of 80,000 small businesses registering with the City annually):

1.) Allocation Guidelines

<table>
<thead>
<tr>
<th>Citywide Business Assistance</th>
<th>Staffing</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storefront Improvement Program- Incentives and Design Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Staff Support (OSB)</td>
<td>1.0 FTE</td>
<td>$220,000</td>
</tr>
<tr>
<td>Services and Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Projects</td>
<td></td>
<td>$25,000</td>
</tr>
<tr>
<td>- Staff Support (OSB)</td>
<td></td>
<td>2.5 FTE</td>
</tr>
<tr>
<td>Citywide Small Business Enhancement Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small and Disadvantaged Business Development - Projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>3.5 FTE*</td>
</tr>
</tbody>
</table>

* Estimated FY2009 Staffing Cost $335,000

<table>
<thead>
<tr>
<th>Business Districts (Funds Disbursed by City)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Fees and Services Offset</td>
<td>$170,000</td>
</tr>
<tr>
<td>BID Management Support</td>
<td>$315,000</td>
</tr>
<tr>
<td>Total</td>
<td>$485,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Districts (BID Council)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIDC – Program Support and Operations</td>
<td>$185,000</td>
</tr>
<tr>
<td>Micro-Districts and Commercial Neighborhoods (Grants/In-kind Services)</td>
<td>$75,000</td>
</tr>
<tr>
<td>Technical Assistance</td>
<td>$55,000</td>
</tr>
<tr>
<td>Total</td>
<td>$315,000</td>
</tr>
</tbody>
</table>

2.) Accountability and Flexibility

To ensure program accountability, to accommodate unanticipated needs, and to provide some flexibility, the following procedures shall be followed:

   a.) Each program and project must provide an annual report on its outcomes. The City-wide programs shall report to the Small Business Advisory Board and BID programs shall report to the BID Council.

   b.) Funding in the Citywide Small Business Enhancement Grants line shall be made based on competitive, but simple, applications submitted to and reviewed by the Small Business Advisory Board.

   c.) Funding in the Micro-Districts and Commercial Neighborhoods lines shall be made based on competitive, but simple, applications submitted to and reviewed by the BID Council.
d.) Allocations between organizations for BID Management Support and City Fees and Services Offset (starting with FY2010) shall be determined by the BID Council and such determinations shall be communicated in writing to the City.

e.) The Small Business Advisory Board and the BID Council may make recommendations to the Mayor and City Council from time to time regarding any changes in the SBEP allocation guidelines based on changing needs. The allocation guidelines shall sunset in five years from adoption, unless modified or expressly extended by the Mayor and Council, based on those recommendations.

3.) BID Administrative Responsibilities
    The City shall maintain oversight of SBEP funds so that the funds are used consistent with City policies.

HISTORY:

Adopted by Resolution R-291758 06/08/1999
Adopted by Resolution R-304314 11/13/2008
Exhibit D:
Conflict of Interest and Procurement Policy for Non-profit Corporations
Contracting with the City of San Diego

Purpose
It is important for the City and its citizens to have confidence in the integrity of nonprofit corporations which contract with the City to provide services and administer programs, and which receive funding from or through the City. Officers, directors, members, committee members, staff and volunteers of these nonprofit organizations shall avoid taking actions that give the appearance of being motivated by private gain. The appearance of a conflict of interest is created by the selection, recommendation, or specification of a product, supplier, or subcontractor with whom the representative of the nonprofit has a direct or indirect financial, organizational or family interest or relationship. It is the intent of the City to incorporate this policy governing conflicts of interest and procurement of goods and services into the City's contracts with such associations, and to require compliance with this policy as a contract obligation.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects. Associations receiving Community Development Block Grant (CDBG) funds, or other funds from the Department of Housing and Urban Development, are subject to federal authorities governing the receipt of those funds.

Contracts or Transactions Involving CDBG Funds
In the case of contracts or transactions involving CDBG funds, no employee, agent, officer or consultant to the organization who is involved in the decision making process or who has access to inside information may obtain a financial benefit from the contract or transaction, unless approval is obtained in writing from the Department of Housing and Urban Development.

Economic Disclosure
Upon request by the City, a director or voting member of a nonprofit corporation contracting with the City shall disclose information to the City about his or her financial interests and business affiliations which may be affected by decisions of the corporation related to the corporation’s contract with the City.

Board Roster
All nonprofit corporations contracting with the City shall provide, within 30 days of execution of an agreement, a list of the names of all board members and their business affiliations. In the event that the board membership changes, the corporation shall provide the City with an updated list.

Procedures for Procurement of Goods and Services
All procurement of goods and services by nonprofit associations contracting with the City, which receive funding from or through the City, shall comply with the following standard:

1. Expenditures less than $5000 from a single contractor in a 12 month period:
< No competitive procurement process is required.

2. Expenditures of between $5000 and $25,000 from a single contractor in a 12-month period:
   < Obtain three written price proposals or demonstrate why three bids could not be obtained.
   < Present price proposal information to full board for approval of contract or transaction.
   < Record the action taken in the meeting minutes, and keep the written price proposals on file.

3. Expenditures of more than $25,000 for goods and/or services from a single contractor in a 12 month period:
   < Draft a Request for Proposals describing the services or goods required, and requesting information from prospective contractors regarding relevant qualifications and a price proposal.
   < Publish a notice of the intent to seek proposals for the goods or services in a newspaper or newspapers of general circulation in the City.
   < Screen all submitted proposals and prepare short list of finalists for consideration by the board for approval. Finalists for a contract or transaction involving expert or professional services shall be interviewed by a screening committee or by the board prior to a final selection being made.
   < Record action taken by the board in meeting minutes and keep the proposals received on file.
   < After board approval, execute a contract in writing with the subcontractor or vendor, and submit a copy of the contract to the City.

Remedies

A violation of any provision of this policy shall be grounds for termination of the corporation’s contract with the City. A contract or transaction entered into in violation of the conflict of interest and procurement provisions of this policy shall be void and unenforceable, and shall not entitle the corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract.

FY2012
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Denise Whittaker
   Interim Superintendent/President

SUBMITTED BY: Michael Kerns
   Acting Vice President for Business and Financial Affairs

INITIATED BY: Gunnar Schalin
   Program Director, San Diego Contracting Opportunities Center

SUBJECT: Ratification of Agreement with San Diego Community College District

RECOMMENDATION

Ratify Contract Agreement No. AR3218.11 with the San Diego Community College District, for the period July 1, 2010 to June 30, 2011 inclusive, in the amount of $59,994 income to the District.

RATIONALE FOR RATIFICATION

The contract documents were delivered to the District on February 2, 2011. They are being presented to the Governing Board at the first opportunity.

OVERVIEW

The San Diego Contracting Opportunities Center, through Southwestern College’s Office of Business and Financial Affairs, will provide contracting and procurement technical assistance to the San Diego Community College District. Services will directly support the small business outreach and training related to the Proposition S & N construction projects.

FISCAL IMPACT/ACCOUNT

$59,994 Income to the District/Account No. 1-38896-709961-928 (Project Funds)

GS:jr
SAN DIEGO COMMUNITY COLLEGE DISTRICT
CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of February, 2011 at San Diego, County of San Diego, State of California, by and between the SAN DIEGO COMMUNITY COLLEGE DISTRICT, hereinafter called "District", and SOUTHWESTERN COMMUNITY COLLEGE DISTRICT, hereinafter called "Consultant". Located at 4007 Camino del Rio South, Suite 210, San Diego, CA 92108.

WITNESSETH:

WHEREAS, Government Code Section 53080 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and provide the following;

Reimbursable Expenses are included in the fixed fee there will be no additional cost for reimbursables.

Outreach Services provided by San Diego Contracting Opportunities Center (SDCOC)
Procurement Technical Assistance Center a program of Southwestern College Foundation

Outreach services provided on Attachment "A"

Billing Rates are as follows on a Time and Material basis:

$55/HOUR FOR ALL WORK

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Employment of Consultant. District hereby contracts with consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant’s Services.

(a) Consultant hereby agrees to perform the professional services set forth in Consultant’s proposal dated JANUARY 31, 2011, hereinafter called Exhibit “A”, attached hereto and incorporated herein by reference, to the satisfaction of District, and to the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Consultant Agreement, inconsistent with the provisions of this Consultant Agreement, or expand upon the provisions of this Consultant Agreement, the provisions of this Consultant Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. District and Consultant agree the provisions of Exhibit “A” are intended only to define the scope of the services to be provided by Consultant.
Article 3. **Time of Performance and Term of Agreement.** The services called for under this Agreement shall be provided by Consultant during the period as defined in Exhibit "A." It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. **Consultant's Fee.** District shall pay to Consultant for the performance of all services rendered pursuant to and during the term of this Agreement the **maximum sum of FIFTY-NINE THOUSAND NINE HUNDRED NINETY FOUR DOLLARS ($59,994.00).**

These fees shall include normal operating and office expenses or costs associated with completion of the work to be done. District shall not be liable for any costs or expenses paid or incurred by Consultant in performing services for the District, unless specific exception is provided herein.

Article 5. **Payments.** Payment of Consultant's fee shall be made within 30 days of invoice or approved performance, whichever is later (NET 30). Consultant agrees and acknowledges that it is Consultant's sole responsibility to report as income all compensation received from District, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

Article 6. **Employee Benefits.** Consultant shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. **Workers' Compensation Insurance.** Consultant agrees to procure and maintain in full force and effect Workers' 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 Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 8. **Insurance.** Consultant agrees to carry a comprehensive general and automobile liability insurance with limits of five hundred thousand dollars ($500,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant 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." The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 9. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, **SAN DIEGO CONTRACTING OPPORTUNITIES CENTER** shall make available to District, or any of its duly authorized representatives, for examination, audit, excerpt copying or transcribing, all data, records, investigation reports, job files, correspondence, emails, and all other writings as defined under Evidence Code section 250. **SAN DIEGO CONTRACTING OPPORTUNITIES CENTER** will permit District to audit and to make audits of all writings, including without limitation, invoices, payroll, progress reports, equipment records, personnel records, field measurements, quantities, prices, and all other data or information related to the Project. All writings, including all pertinent accounting, financial, and project documents, including electronically stored writings, must be kept and maintained for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of performance hereunder, unless District's written permission is given to dispose of same prior to that time.
Article 10. Confidentiality and Use of Information.

(a) Consultant 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) Consultant shall advise 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 Consultant shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 11. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For DISTRICT: Cindy Lasley
Contract Specialist
San Diego Community College District
Facilities Management Office
3375 Camino Del Rio, South, Suite 310
San Diego, CA 92108

Phone: 619-388-6546
Fax: 619-388-6509

For CONSULTANT: Gunnar Schalin
Program Director
San Diego Contracting Opportunities Center
4007 Camino Del Rio South
San Diego, CA 92108

Phone: 619-285-7020
Fax: 619-285-7030

Article 12. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.
Article 13. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to any documents, photographs or other material prepared or gathered will be the sole property of District. District recognizes that all work products are instruments of Consultant’s services and are designed specifically and solely for the use intended by this agreement. The District shall not alter or reuse (on another project) the work product without the prior written authorization of the Consultant. The District agrees to waive any and all claims against Consultant arising from any such unauthorized reuse, misuse or alteration.

Article 14. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant’s insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) 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 five (5) days cease and terminate.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall become the property of District.

Article 15. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District’s sole and exclusive property.

Article 16. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker’s compensation, sick or injury leave or other benefits.
Article 17. Defense and Indemnification. District shall not be liable for, and Consultant shall defend and indemnify District and its officers, agents, employees and volunteers (collectively “District Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from and only to the extent caused by any negligent act, error, omission or willful misconduct of Consultant or its officers, employees, agents, contractors, licensees or servants. Consultant shall have no obligation, however, to defend or indemnify District Parties from a Claim caused by the sole negligence or willful misconduct of District Parties.

Article 18. Conflict of Interest. Prior to execution of this contract, contractor shall disclose in writing to District any and all compensation, actual or potential, which contractor may receive in any form from a party other than the District as a result of performance of this contract by contractor. If contractor becomes aware of the potential for such compensation subsequent to the execution of this contract, contractor shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, contractor shall disclose any financial interest that contractor may have in any manufacturer or provider of the recommended products or services. The term “financial interest” includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 19. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 20. Compliance With Applicable Laws. Consultant 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 Consultant, Consultant’s business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 21. Permits/Licenses. Consultant and all of Consultant’s employees or agents shall secure and maintain in force such licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Article 22. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 23. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, 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.

Article 24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 25. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
Article 26. **Governing Law/Venue.** The terms and conditions of this Agreement shall be
governed by the laws of the State of California. Any action or proceeding brought by any party against any
other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Article 27. **Alterations or Variance.** No alterations to this Agreement or variance from the
provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 28. **Warranty of Authority.** Each of the parties assigning this Agreement warrants to
the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first
written.

**DISTRICT**

David Limstot, P.E.
Vice Chancellor, Facilities Management

Date

**CONSULTANT**

Denise Whittaker
Interim Superintendent/President

Date

Originator: Gunnar Schalin
Program Director, San Diego
Contracting Opportunities Center

Account No.: 1-38896-709961-928
(Project Funds)

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director

Approval No.: 1AR3218/1
Date: 2/16/17

Page 6
## Scope for San Diego Contracting Opportunity Center in Support of SDCCD Small Business Outreach FY 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th># of Hrs.</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Not used</td>
<td>0</td>
<td>n/c</td>
</tr>
<tr>
<td>b</td>
<td>Provide one-on-one counseling to small and disadvantaged businesses that are potential bidders on District projects.</td>
<td>360</td>
<td>n/c</td>
</tr>
<tr>
<td>c</td>
<td>Receive District bid plans and maintain them in bid plan room. Includes receipt and log in of plans, plan library services, and plan access to contractors.</td>
<td>18</td>
<td>n/c</td>
</tr>
<tr>
<td>d</td>
<td>Inform prospective bidders of upcoming District projects using individualized emailing or faxing.</td>
<td>18</td>
<td>n/c</td>
</tr>
<tr>
<td>e</td>
<td>Create bid package summaries, post them on the website, and email to known prospective bidders.</td>
<td>28</td>
<td>n/c</td>
</tr>
<tr>
<td>f</td>
<td>Assist District prime contractors identify potential subcontractors.</td>
<td>18</td>
<td>n/c</td>
</tr>
<tr>
<td>g</td>
<td>Maintain and update database of likely bidders on District projects and procurements.</td>
<td>100</td>
<td>n/c</td>
</tr>
<tr>
<td>h</td>
<td>Publicize and conduct workshops and training events to assist in development of public works contractors.</td>
<td>60</td>
<td>n/c</td>
</tr>
<tr>
<td>i</td>
<td>Develop and conduct a series of contracting/procurement related workshops for the District.</td>
<td>tbd</td>
<td></td>
</tr>
<tr>
<td>j</td>
<td>Provide management and administration of contractual obligations.</td>
<td>40</td>
<td>n/c</td>
</tr>
<tr>
<td>k</td>
<td>Document contractual performance by the delivery of periodic reports.</td>
<td>32</td>
<td>n/c</td>
</tr>
<tr>
<td>l</td>
<td>Provide outreach support to include support of additional events, and outreach to more organizations.</td>
<td>60</td>
<td>@3hr/mo</td>
</tr>
<tr>
<td>m</td>
<td>Inform prospective bidders of upcoming District prebid meetings through website, email, and via outreach events and efforts.</td>
<td>24</td>
<td>@2hr/mo</td>
</tr>
<tr>
<td>n</td>
<td>Serve as a resource at District prebid meetings.</td>
<td>24</td>
<td>@2hr/mo</td>
</tr>
<tr>
<td>o</td>
<td>Assist bidders with District forms, applications and related contracting/procurement documents.</td>
<td>96</td>
<td>@8hr/mo</td>
</tr>
<tr>
<td>p</td>
<td>Use database or other research tools to identify prospective bidders for the District or District primes.</td>
<td>36</td>
<td>@3hr/mo</td>
</tr>
<tr>
<td>q</td>
<td>Produce customized reports, through database queries, based on client demographics and other characteristics.</td>
<td>24</td>
<td>@2hr/mo</td>
</tr>
<tr>
<td>r</td>
<td>Export client data in compatible format to other database systems.</td>
<td>12</td>
<td>@1hr/mo</td>
</tr>
<tr>
<td>s</td>
<td>Serve as referral clearinghouse to direct potential bidders to other community resources.</td>
<td>24</td>
<td>@2hr/mo</td>
</tr>
<tr>
<td>t</td>
<td>Develop on-line, on-demand training modules specifically for District bidders.</td>
<td>tbd</td>
<td></td>
</tr>
<tr>
<td>u</td>
<td>Establish prime contractor panel events to inform and assist potential bidders.</td>
<td>12</td>
<td>once</td>
</tr>
<tr>
<td>v</td>
<td>Assist Consultant in Developing District prime contractor award program and selection criteria.</td>
<td>12</td>
<td>once</td>
</tr>
<tr>
<td>w</td>
<td>Assist Consultant in Establishing District mentor-protégé program.</td>
<td>12</td>
<td>once</td>
</tr>
<tr>
<td>x</td>
<td>Total Direct Hours</td>
<td>1010.8</td>
<td>+199 hrs</td>
</tr>
<tr>
<td>y</td>
<td>Indirect Rate @ 8% of Direct Hours for SWC</td>
<td>80.8</td>
<td>+18 hrs</td>
</tr>
<tr>
<td>z</td>
<td>Total Hours</td>
<td>1090.8</td>
<td>+217 hrs</td>
</tr>
<tr>
<td></td>
<td>wrap around @ $55/hour</td>
<td></td>
<td>$59,994.00</td>
</tr>
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</table>

Rev 1/31/2011 jgs
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

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

INITIATED BY: Mia C. McClellan
Dean, Student Services

SUBJECT: Service Learning Program Agreement with Media Arts Center San Diego

RECOMMENDATION

Approve Agreement No. A3205.11 with Media Arts Center San Diego, for the Service Learning Program, for the period March 10, 2011 to June 30, 2013, inclusive, at no cost to the District.

OVERVIEW

The 2011-2013 Service Learning Program agreement is an ongoing agreement 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/ACCOUNT

No cost to the District.

MM/dt
THIS AGREEMENT is executed by and between Southwestern Community College District (hereinafter referred to as "District") and Media Arts Center San Diego (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 various 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 volunteer 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 volunteer 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 volunteer 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 volunteer services and to reject the volunteer 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.

6. For District to have access to Agency to observe and evaluate the Students’ delivery of the volunteer services.

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 volunteer services.

3. To keep in force at all times, during the term of this agreement, Workers' Compensation Insurance covering all Students during assigned volunteer/work periods.

4. To not unlawfully discriminate 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.

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 March 10, 2011 to June 30, 2013.

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(ies). 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 Contractor 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 Contractor, 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: ________________________________
Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Date: ________________________________

By: ________________________________
Ethan van Thillo
Executive Director
2921 El Cajon Blvd.
San Diego, CA 92104

Date: ________________________________

Please print or type the following information:

Originator: Arlie Ricasa

Department: Office of Student Activities & Health Services

Budget No. (No cost to District)

Rhonda Valencia
Name of Agency Contact

Media Arts Center San Diego
Name of Agency

2921 El Cajon Blvd., San Diego, CA 92104
Address of Agency

(619) 230-1938
Agency Telephone Number

(619) 230-1937
Agency Fax Number

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A3205.11
Date: 2/16/11
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

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

INITIATED BY: Mia C. McClellan
Dean, Student Services

SUBJECT: Cooperative Work Experience Education Program Agreement with
Bonita-Sunnyside Fire Protection District Fire Department

RECOMMENDATION

Approve Agreement No. A3206.11 with Bonita-Sunnyside Fire Protection District Fire
Department, for the Cooperative Work Experience Education Program, for the period
March 10, 2011 to June 30, 2013, inclusive, at no cost to the District.

OVERVIEW

The 2011-2013 Cooperative Work Experience Education program agreement is an ongoing
agreement used to establish partnerships with community organizations for the purpose of
providing work experiences to students eligible for the Cooperative Work Experience Education
Program.

FISCAL IMPACT/ACCOUNT

No cost to the District.

MM/dt
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COOPERATIVE WORK EXPERIENCE EDUCATION PROGRAM AGREEMENT WITH
BONITA-SUNNYSIDE FIRE PROTECTION DISTRICT FIRE DEPARTMENT
2011-2013

This Agreement is entered by and between the Southwestern Community College District, hereinafter referred to as "District," and Bonita-Sunnyside Fire Protection District Fire Department, (hereinafter referred to as "Agency,") (hereinafter collectively referred to as "Parties") for the purpose of the Fire Science Ride-Along Cooperative Work Experience Education Program.

WHEREAS, it is the intention of the Parties to participate in the Fire Science Ride-Along Cooperative Work Experience Education Program for the purpose of providing realistic work-based learning experiences to students eligible for the program (hereinafter referred to as "Students" or "Participants");

WHEREAS, District operates curricula for its students in specific subject areas, and such curricula includes Fire Science Education Programs ("Program"); and

WHEREAS, Agency operates business units which are suitable for specific subject areas.

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

I. Scope of Agreement

A. This Agreement forms the basis of mutual understanding and respective responsibilities between Agency and District for the participation of students in the Fire Science Ride-Along Work Experience 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 provide to each student who is designated by District free access to appropriate facilities and equipment required by the program;

2. To provide access to said facilities and equipment on a rotational basis, in such a manner that there will be no conflict of duties or interests among students or groups of students;

3. To allow the students to ride along in the appropriate vehicle to observe operations and to participate when and to the extent appropriate in the sole discretion of the officer in charge;

4. To permit the inspection of involved facilities by the representative of the authority charged with the responsibility of accrediting the programs;

5. To ensure that the student's presence does not augment or reduce minimum staffing levels;

6. To the extent Agency is able, to utilize the services of qualified students referred to it by District;
7. To notify District if Participants are dropped from the Program due to unsatisfactory progress, interest, conduct, or failure to meet work standards; and

8. To provide District with applicable Agency standards of safety, health, ethical behavior, dress codes, and any other applicable administrative policies and procedures, rules and regulations established by Agency.

B. District Agrees:

1. To provide an orientation period during which the instructors can become familiar with Agency's policies, practices, and facilities before instructing students in the facility;

2. To provide faculty members with the responsibility of providing instruction and supervision to fire science students while assigned to the facility. Said faculty members will have the authority to take immediate corrective action in the event a student gives evidence of being unable to function safely as a fire science ride-along;

3. To provide the appropriate Agency personnel with a list of the number of fire science students to be assigned, the dates and hours involved, designated areas, and educational objectives prior to the beginning of the ride-along work experience, subject to approval by Agency;

4. To require that all instructors and fire science students, during assignment to Agency, comply with the same administrative policies as Agency's employees;

5. To develop the curriculum for the fire science ride-along students in its program; and

6. To establish admission requirements to fire science programs.

II. Term of the Agreement

A. The term of this Agreement shall extend from March 10, 2011 to June 30, 2013.

B. This Agreement may be modified at any time by the written mutual consent of the parties.

C. Either party may terminate this Agreement at any time by giving at least thirty (30) days written notice. Termination shall not be effective as to any student who at the date of mailing of the notice was assigned and participating in a program at Agency until that student has completed the clinical assignment.

III. Equal Opportunity

District or Agency shall not discriminate against students in any fire science occupation program because of age, race, color, religion, national origin, sex, or mental or physical disability.

IV. Consideration

No student, instructor or employee of District shall receive any compensation from Agency under this Agreement.
V. Insurance and Liability

A. District shall carry Workers’ Compensation Insurance, in accordance with California State law, with the State Compensation Insurance Fund, covering fire science students and employees of District; and

B. District agrees to defend, save 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 acts or omissions of District in the performance of this Agreement. District’s duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency’s negligence or willful misconduct.

C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students and agents against and from any and all loss, liability, damage, claim, cost, charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including without limitation, attorney’s fees) for injury or death to persons, including employees of District, and damage to property including property of District, caused by the 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.

SOUTHWESTERN COMMUNITY COLLEGE
DISTRICT

By: ________________________________
Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Date: __________________________________

By: ________________________________
Scott Walker
Fire Chief
4900 Bonita Road
Bonita, CA 91902

Date: __________________________________

Please print or type the following information:

Captain Sims
Name of Agency Contact

Bonita-Sunnyside Fire Protection District Fire
Department
Name of Agency

4900 Bonita Road, Bonita, CA 91902
Address of Agency

619-479-2346
Agency Telephone Number

619-479-2393
Agency Fax Number
Southwestern Community College District
Resolution No. 1686

RESOLUTION ACCEPTING THE FUNDING FROM THE CITY OF SAN DIEGO
SMALL BUSINESS ENHANCEMENT PROGRAM FOR FISCAL YEAR 2011

WHEREAS, Council Policy 900-15 provides for the continued support to small
businesses in recognition of their vital economic, employment, service, and cultural roles.

WHEREAS, Southwestern Community College District is a tax supported public entity;
NOW,

THEREFORE BE IT RESOLVED, that the Governing Board of Southwestern
Community College District, hereby:

1. Approves entering into an agreement for the City of San Diego’s FY 2011
   Small Business Enhancement Program in the amount of $18,800;

2. Certifies that said organization understands and will comply with the
guidelines, standards and procedures thereof;

3. Appoints Denise Whittaker, or her designated representative, to conduct all
   negotiations; execute and submit all documents including but not limited to
   applications, agreements, amendments, billing statements, and so on which
   may be necessary to operate the aforementioned institution;

4. Certifies that said organization understands the required insurance
   requirements;

5. Certifies support of the organizational goals and objectives as outlined in the
   agreement.

PASSED AND ADOPTED by the Governing Board of Southwestern Community
College District this 9th day of March, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:
STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO)

I, Denise Whittaker, Interim Secretary to the Governing Board of the Southwestern Community College District of San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by said Governing Board at a regularly scheduled and conducted meeting held on the 9th day of March, 2011.

______________________________
Denise Whittaker
Interim Secretary to the Governing Board

______________________________
Tim Nader
Governing Board President
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Michael Kerns
Acting Vice President for Business and Financial Affairs

INITIATED BY: Priya Jerome
Director of Purchasing, Contracting and Central Services

SUBJECT: Resolution Authorizing to Contract and Purchase Materials, Equipment, Supplies, Information Technology and Services

RECOMMENDATION

Recommend adoption of Resolution No. 1682 authorizing to contract and purchase materials, equipment, supplies, information technology and services utilizing the California Multiple Award Schedule (CMAS).

OVERVIEW

The State of California competitively bids for various materials, equipment, supplies, information technology and services for state agencies including the California State Universities, University of California system and the State Community College system. This bid document is referred to as the California Multiple Awards Schedule (CMAS). Utilizing this contract will benefit the District because of the volume discounts negotiated by the State of California with certain suppliers. The District purchasing staff has analyzed the bid results, received informal quotes from other vendors, and has determined that CMAS provides the lowest cost and will save the District administrative costs associated with the bidding process while conforming to the legal requirements of the Public Contracts Code Sections 10290 – 10299 and 12100.

FISCAL IMPACT/ACCOUNT

No cost to the District.

PJ/lh

March 9, 2011
Resolution Authorizing to Contract and Purchase Materials, Equipment, Supplies, Information Technology and Services

WHEREAS, the Procurement Division of the California Department of General Services can provide purchasing assistance to local agencies such as school districts and community college districts without the necessity for the districts to go to bid, pursuant to Public Contract Code Sections 10290 – 10299 and 12100;

WHEREAS, pursuant to Public Contract Code Section 10298 the Director of General Services is allowed to consolidate the needs of multiple state agencies for materials, equipment, supplies, information technology and services, and establish contracts, master agreements, multiple award schedules, cooperative agreements, including agreements with entities outside the state and other types of agreements that leverage the state’s buying power, for acquisitions authorized under the “California Multiple Award Schedules (CMAS)” provision, and

WHEREAS, pursuant to Public Contract Code Section 10290.1, in exercising their delegation of contracting authority from the department, state agencies such as California Community Colleges may contract for materials, equipment, supplies, information technology or services with suppliers who have multiple award schedules with the General Services Administration if the supplier is willing to extend those terms, conditions, and prices. The department may also develop multiple award schedules or agreements for use by the state agencies in the same manner.

WHEREAS, Southwestern Community College District wishes to contract and purchase materials, equipment, supplies, information technology and services using CMAS, and

WHEREAS, this Board has determined it to be in the best interest of the District to contract and purchase for the above-stated items from the California Multiple Award Schedule (CMAS), and

NOW, THEREFORE, BE IT RESOLVED, that the District is allowed to contract and purchase materials, equipment, supplies, information technology and services thorough CMAS, is hereby authorized and approved, and is subject to all terms, conditions, and documents as specified in the California Multiple Award Schedules (CMAS).
PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District of San Diego County, California this 9th day of March, 2011 by the following motion and vote, to-wit:

Motion made by Member __________, Seconded by Member __________, the resolution is adopted:

Ayes:
Noes:
Absent:
Abstentions:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Denise Whittaker, Interim Secretary to the Governing Board of the Southwestern Community College District, of San Diego County, California, do hereby certify that the foregoing is full, true, and correct copy of a resolution which was duly adopted by the Governing Board of the Southwestern Community College district at a regularly scheduled and conducted meeting held on said date.

__________________________________
Denise Whittaker
Interim Secretary to the Governing Board
Southwestern Community College District
Budget Resolution No. 1685

WHEREAS, California’s higher education system is in a crisis situation with insufficient resources at a time of record demand due to high school graduates and unemployed residents seeking retraining; and

WHEREAS, the Governor’s Proposed Budget seeks a balanced approach of making $12.5 billion in spending cuts and asking the voters to extend temporary tax increases totaling $12 billion for five years; and

WHEREAS, under the Governor’s Proposed Budget, California community colleges would face $400 million in state general fund cuts; and

WHEREAS, without an extension of temporary tax increases, California community colleges could face $900 million in state general fund cuts; and

WHEREAS, Southwestern Community College District faces cuts of $5,463,000 under the Governor’s Proposed Budget and $12,293,000 if an all-cuts budget were to be adopted instead; and

WHEREAS, California’s locally elected community college trustees, together with their faculty, staff and students, are best able to decide where budget reductions can be absorbed while minimizing the impact on their communities; and

WHEREAS, “targeted” cuts at specific curriculum that cost colleges the least to offer will — in addition to injuring students in transfer and career preparation programs — require districts to reduce enrollment in higher-cost programs such as advanced technology and nursing; and

WHEREAS, California community colleges could mitigate state cuts and maintain essential student instruction and services if their local communities were able to approve parcel taxes to provide funds to replace reduced state General Fund revenues; and

WHEREAS, fee increases charged to community college students should protect the quality of instruction and student services; and

WHEREAS, policy and practice reforms to improve student success and motivate student behavior should be based on sound research implemented in a manner to allow students and institutions to adjust; now, therefore, be it

RESOLVED that the Southwestern Community College District supports a balanced approach to budgeting, including the extension of temporary tax revenues to protect vital state programs along with budgetary cuts to bring California’s state budget into balance; and be it further
RESOLVED that the Southwestern Community College District supports redirecting any amount of student fee revenue increase to reduce the proposed apportionment cut to protect the quality of student instruction and services; and be it further

RESOLVED that the Southwestern Community College District opposes the proposal to distribute apportionment based on student retention and instead supports an additive, categorical incentive funding program to encourage student success, as proposed in the report A 2020 Vision for Student Success; and be it further

RESOLVED that the Southwestern Community College District supports the right of California's voters to be given the opportunity to allow local voters to approve parcel taxes with a 55% vote to backfill state budget cuts at community colleges; and be it further

RESOLVED that the Board of Trustees of the Southwestern Community College District, by passage of this resolution, expresses its full support for the above principles and positions on the Governor's Proposed Budget for the 2011-12 fiscal year.

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District of San Diego County, California this 9th day of March, 2011 by the following motion and vote, to-wit:

Motion made by Member ___________, Seconded by Member ________, the resolution is adopted:

Ayes:
Noes:
Absent:
Abstentions:

STATE OF CALIFORNIA )
COUNTY OF SN DIEGO )

I, Denise Whittaker, Interim Secretary to the Governing Board of the Southwestern Community College District, of San Diego County, California, do hereby certify that the foregoing is full, true, and correct copy of a resolution which was duly adopted by the Governing Board of the Southwestern Community College district at a regularly scheduled and conducted meeting held on said date.

________________________________________________
Denise Whittaker
Interim Secretary to the Governing Board
RESOLUTION NO. 1688

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
RESOLUTION TO COMPENSATE STUDENT BOARD MEMBER

WHEREAS, the Southwestern Community College District ("District") Policy No. 2725 Board Member Compensation states in part that a member of the Governing Board may be paid for a meeting when absent if the Board, by resolution duly adopted and included in its minutes, finds at the time of the meeting the absent member is performing services outside the meeting for the District, is ill, on jury duty, or is absent due to a hardship deemed acceptable by the Governing Board;

WHEREAS, Student Board Member Manuel R. Lopez, Jr. was absent from the Governing Board Special meetings on December 14, 2010 and February 5, 2011 due to a hardship.

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Southwestern Community College District hereby finds, determines, declares, and orders, that the Student Board Member shall be compensated for the December 14, 2010 and February 5, 2011 Governing Board meetings.

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District, Chula Vista, California, this 9th day of March 2011.

AYES:
NOES:
ABSTENTIONS:

President of the Governing Board of the Southwestern Community College District

Attested to:

Interim Secretary of the Governing Board of the Southwestern Community College District
RESOLUTION NO. 1687

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
RESOLUTION TO COMPENSATE BOARD MEMBER

WHEREAS, the Southwestern Community College District ("District") Policy No. 2725 Board Member Compensation states in part that a member of the Governing Board may be paid for a meeting when absent if the Board, by resolution duly adopted and included in its minutes, finds at the time of the meeting the absent member is performing services outside the meeting for the District, is ill, on jury duty, or is absent due to a hardship deemed acceptable by the Governing Board;

WHEREAS, Board Member Jean Roesch, Ed.D. was absent from the Governing Board Special meeting on February 16, 2011, due to a hardship.

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Southwestern Community College District hereby finds, determines, declares, and orders, that the Board Member shall be compensated for the February 16, 2011 Governing Board meeting.

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District, Chula Vista, California, this 9th day of March 2011.

AYES:

NOES:

ABSTENTIONS:

________________________________________
President of the Governing Board of the Southwestern Community College District

Attested to:

________________________________________
Interim Secretary of the Governing Board of the Southwestern Community College District
BOARD ELECTIONS

References: Education Code Sections 5009, 5016(c), 5017, and 72023

The term of office of each Governing Board member shall be four years, commencing on the first Friday in December following the election in November. Elections shall be held every two years, in even-numbered years. Terms of Governing Board members are staggered so that, as nearly as practical, two of the Governing Board members shall be elected at each election.

A number is assigned to each seat on the Board and any candidate for election to the Governing Board shall be required to run for a particular numbered seat on the Governing Board and be elected by the voters of the District at large.

In the event of a tie in any election for position of Governing Board member, the winner will be determined by lot. The Governing Board will notify the candidates who have received the tie votes to appear before the Governing Board, either personally or by a representative, at a time and place designated by the Governing Board. The Governing Board shall at that time and place determine the winner by lot.
FREEDOM OF EXPRESSION

Reference: Education Code Section 76120

Southwestern Community College District (hereafter referred to as the District) is committed to providing a healthy, safe, and productive environment in which academic success and the pursuit of knowledge are priorities. The District recognizes that freedom of expression and public assembly are fundamental rights of all persons as stated in the Constitutions of the United States and the State of California and are essential components of this educational process.

The District shall adopt rules and regulations relating to the exercise of free expression by students, employees and visitors upon its premises, which shall include reasonable provisions for the time, place, and manner of conducting such activities. Such rules and regulations shall not prohibit the right of individuals to exercise free expression including, but not limited to, the use of bulletin boards, the distribution of printed materials or petitions, and the wearing of buttons, badges, or other insignia, except that expression which is obscene, libelous or slanderous according to current legal standards, or which so incites persons as to create a clear and present danger of the commission of unlawful acts on District premises, or the violation of lawful District regulations, or the substantial disruption of the orderly operation of the District, shall be prohibited.

See District Procedure No. 3900 “Freedom of Expression”
SHARED PLANNING AND DECISION MAKING

References:  
Education Code Sections 70902(b)(7); AB 1725;  
Title 5 Sections 53200 et seq., 51023.5, and 51023.7;  
Accreditation Standards IV.A.2 and IV.A.5

A. Purpose:

Southwestern Community College District believes that the high quality of planning, decision making, programs and services offered by the College is dependent upon the most creative thinking, ideas and contributions by the entire College community. The Governing Board of the Southwestern Community College District, adopts the following principles and policies when receiving, adopting, and acting upon recommendations from the Academic Senate in areas of academic and professional matters as specified in Title 5, Section 53200, of the California State Code of Regulations, and AB 1725 (1988).

The Governing Board shall identify procedures for the delegation of authority and responsibility to its Academic Senate. The Governing Board and Academic Senate are then enjoined to consult with each other in a collegial and timely manner. Regulations have made provision to rely primarily on the judgment of the Academic Senate, or to seek joint resolution with the Academic Senate.

"Participatory decision-making" is the act of District employees participating collegially in the decision-making processes of the College. The goal of participatory decision-making is to include within the decision-making processes, representatives of all college constituencies affected by these decisions (Title 5 53203.a-f and Education Code Sections 66700 and 70901). To ensure that governance is shared, all groups shall operate within the participatory decision-making processes. Mutual trust and support are essential for the success of participatory decision making; these result from demonstration by each group involved that they first seek to improve the college and to strengthen its ability to carry out the college’s mission of educating our constituent populations. Participatory decision making is designed to serve the entire District. It is, therefore, incumbent upon all constituent groups, ad-hoc committees, standing committees, councils, task forces, and others involved, to ensure that representation from all areas of the District, and any satellite locations, be fair and inclusive. Every effort should be made to include individuals who increase the District’s ability to represent the increasingly diverse student body faculty, staff, employees and the District population.
SHARED PLANNING AND DECISION MAKING

B. Principles:

1. Participation is to be encouraged in all sectors to encourage all members of the College's constituency groups to ensure equal opportunity to participate fully in governance activities.

2. The number and size of committees should be kept as small as possible.

3. Each committee or council will establish operating principles to govern the following:
   - An annual review of its goals in relation to the college mission to be presented in a written progress report to its designated parent committee as determined by the Integrated Planning Handbook.
   - A method to determine the membership of the committee.
   - Distribution of agenda prior to meeting dates, timely distribution of minutes and distribution of other materials deemed necessary for the effective participation on said committees. These materials will be maintained and available on the committee website annually. Archival documents will be electronically stored in an accessible public domain.
   - Methods to conduct their meetings in accordance with standard parliamentary procedures and/or self-developed rules.
   - A calendar of meeting dates made available at the beginning of each academic year.

4. Constituent groups may form ad-hoc groups and task forces as needed based on definitions determined by the Integrated Planning Model Handbook.

5. The Superintendent/President shall act as the Governing Board's sole designee in matters which affect shared planning and decision making and which pertain to faculty outside of the collective bargaining process.

C. Constituent Groups

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

1. **Faculty** (Title 5 Sections 53200-53206 & AB 1725)

   Faculty shall be included in all matters of participatory decision-making in order to ensure full participation of all constituency groups.

   The Governing Board or its sole designee will consult with the Academic Senate, as duly constituted with respect to academic and professional
SHARED PLANNING AND DECISION MAKING

matters, as defined by law, District Policy No. 2510, “Shared Planning & Decision Making,” and District Policy and Procedure No. 2515 “Role & Scope of the Academic Senate: 10 + 1 Agreement,” which clarifies the areas of rely primarily and mutually agree, which are based on Education Code, Title 5 regulations and AB 1725.

All faculty appointments shall be made through the Academic Senate President except those that entail compensation, workload and working conditions, which shall be made through the SCEA President.

2. Staff (Title 5 Section 51023.5.)

Staff shall be included in all matters of participatory decision-making in order to ensure full participation of all constituency groups.

All classified staff appointments will be made through the CSEA President except those that entail inclusion of Confidentials, which shall be made by the Confidentials group.

3. Students (Title 5 Section 51023.7.)

Students shall be included in all matters of participatory decision-making in order to ensure full participation of all constituency groups.

All student appointments shall be made through the ASO President.

4. Administrators

Administrators shall be included in all matters of participatory decision-making in order to ensure full participation of all constituency groups. The Southwestern Community College District Administrators’ Association (SCCDAA) utilizes the meet and confer process to represent the administrative staff.

All administrator appointments shall be made through the SCCDAA President.

Except for unforeseeable emergency situations, the Governing Board or its sole designee shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate. Any action taken by the Governing Board or its sole designee in emergency situations shall be explained in writing and made available to all constituency groups for transparency in shared decision-making at our campus and to strengthen participatory decision making among all constituencies.
SPECIAL AND EMERGENCY MEETINGS OF THE GOVERNING BOARD

References:  Education Code Section 72129;
             Government Code Sections 54956, 54956.5, and 54957

Special meetings may from time to time be called by the President of the Governing Board or upon a call issued in writing and signed by a majority of the Board, by a majority of the members of the Governing Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with Brown Act. No business other than that included in the notice may be transacted or discussed.

Emergency meetings may be called by the President of the Governing Board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

The Superintendent/President shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.
QUORUM AND VOTING

References: Education Code Sections 72000(d)(3), 81310 et seq., 81365, 81432 and 81511; Government Code Section 53094; Code of Civil Procedure Section 1245.240

A quorum of the Governing Board shall consist of three members.

No Board action shall be taken by secret ballot.

Separation of a compound agenda item into two or more items for separate votes may be requested by any Board member.

No vote shall be taken on any matter before the Governing Board until all Board members have had the opportunity to speak on the matter for up to three (3) minutes, or longer at the discretion of the Board President.

The Governing Board shall act by majority vote of all of the membership of the Governing Board, except as noted below.

The following actions require a majority vote of all members of the Governing Board:

- Resolution of intention to sell or lease real property (except where a unanimous vote is required);
- Resolution of intention to dedicate or convey an easement;
- Resolution authorizing and directing the execution and delivery of a deed;
- Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;
- Appropriation of funds from an undistributed reserve;
- Resolution to condemn real property.

The following actions require a unanimous vote of all members of the Governing Board:

- Resolution authorizing a sale or lease of District real property to the state, any county, city, or to any other school or community college district;
- Resolutions necessary in all other cases as specifically addressed in the law.
# Comparative Statement of Revenues and Expenses

**General Fund - Unrestricted**

**January 2009-10/2010-11**

<table>
<thead>
<tr>
<th>Revenues</th>
<th>ADOPTED BUDGETS</th>
<th>REVISED BUDGETS</th>
<th>% of YTD ACTUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2009-10</td>
<td>2010-11</td>
<td>Variance</td>
</tr>
<tr>
<td>Federal</td>
<td>$ 85,112</td>
<td>$ 381,925</td>
<td>$ 296,813</td>
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<tr>
<td>State Revenues</td>
<td>$ 52,183,929</td>
<td>$ 54,890,006</td>
<td>$ 2,706,077</td>
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<tr>
<td>Local Revenues</td>
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<td>$ 24,753,355</td>
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<tr>
<td>Other Revenues</td>
<td>$ 175,000</td>
<td>$ 175,000</td>
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<td>Total Revenues</td>
<td>$ 79,589,136</td>
<td>$ 80,390,286</td>
<td>$ 691,150</td>
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<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>2009-10</td>
<td>2010-11</td>
<td>Variance</td>
<td>2009-10</td>
<td>2010-11</td>
<td>Variance</td>
<td>2009-10 Budget</td>
<td>2010-11 Budget</td>
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<tr>
<td>Academic Salaries</td>
<td>$ 39,482,282</td>
<td>$ 37,050,841</td>
<td>(2,431,441)</td>
<td>$ 39,474,292</td>
<td>$ 37,104,582</td>
<td>(2,369,710)</td>
<td>$ 21,240,099</td>
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<tr>
<td>Classified and Other Nonacademic Salaries</td>
<td>$ 179,492,161</td>
<td>$ 18,095,567</td>
<td>504,426</td>
<td>$ 18,036,553</td>
<td>$ 18,600,819</td>
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<td>$ 9,012,461</td>
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<td>Employee Benefits</td>
<td>$ 12,027,060</td>
<td>$ 13,518,741</td>
<td>544,681</td>
<td>$ 13,474,060</td>
<td>$ 13,495,869</td>
<td>(20,801)</td>
<td>$ 7,757,071</td>
<td>60%</td>
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<tr>
<td>Supplies and Materials</td>
<td>$ 1,792,403</td>
<td>$ 1,912,722</td>
<td>207,319</td>
<td>$ 1,792,513</td>
<td>$ 1,986,756</td>
<td>194,243</td>
<td>$ 798,234</td>
<td>45%</td>
</tr>
<tr>
<td>Other Operating Expenses and Services</td>
<td>$ 9,423,655</td>
<td>$ 9,713,292</td>
<td>289,637</td>
<td>$ 9,434,801</td>
<td>$ 9,693,200</td>
<td>260,399</td>
<td>$ 6,893,387</td>
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<td>Capital Outlay</td>
<td>$ 1,122,580</td>
<td>$ 1,177,036</td>
<td>54,456</td>
<td>$ 1,051,802</td>
<td>$ 1,192,436</td>
<td>140,634</td>
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<td>Other Outgo</td>
<td>$ 2,106,365</td>
<td>$ 1,075,386</td>
<td>(1,030,979)</td>
<td>$ 1,607,365</td>
<td>$ 1,251,388</td>
<td>(255,777)</td>
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<td>0%</td>
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<td>Total Expenses</td>
<td>$ 84,843,486</td>
<td>$ 83,384,808</td>
<td>$ (1,458,678)</td>
<td>$ 84,843,486</td>
<td>$ 83,491,851</td>
<td>$ (1,352,435)</td>
<td>$ 46,897,567</td>
<td>55%</td>
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</tbody>
</table>

**Change in Fund Balance**

$ (5,334,350) $ (3,184,822) $ 2,149,528  $ (5,334,350) $ (3,184,822) $ 2,149,528
## Comparative Statement of Revenues and Expenses

**General Fund - Restricted**


### January 2009-10/2010-11

#### Adopted Budgets

<table>
<thead>
<tr>
<th>Revenues</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$ 3,382,875</td>
<td>$ 3,549,662</td>
<td>$ 166,787</td>
<td>$ 3,524,951</td>
<td>$ 3,944,399</td>
<td>$ 419,548</td>
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<tr>
<td>State Revenues</td>
<td>$ 7,242,138</td>
<td>$ 4,121,232</td>
<td>$ (3,120,886)</td>
<td>$ 8,322,129</td>
<td>$ 5,907,514</td>
<td>$ (2,414,615)</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>$ 2,727,771</td>
<td>$ 2,408,927</td>
<td>$ (318,844)</td>
<td>$ 3,592,722</td>
<td>$ 4,073,690</td>
<td>$ 480,968</td>
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<tr>
<td>Other Revenues</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 13,352,724</td>
<td>$ 10,079,941</td>
<td>$(3,272,783)</td>
<td>$ 17,439,802</td>
<td>$ 15,925,743</td>
<td>$(1,514,059)</td>
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</tbody>
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#### Revised Budgets

<table>
<thead>
<tr>
<th>Expenses</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Salaries</td>
<td>$ 3,282,993</td>
<td>$ 2,201,356</td>
<td>$(1,081,637)</td>
<td>$ 4,310,176</td>
<td>$ 2,896,748</td>
<td>$(1,413,428)</td>
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<tr>
<td>Classified and Other Nonacademic Salaries</td>
<td>$ 4,457,276</td>
<td>$ 4,174,553</td>
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<td>$ 6,097,232</td>
<td>$ 6,406,836</td>
<td>$ 309,604</td>
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<tr>
<td>Employee Benefits</td>
<td>$ 1,374,110</td>
<td>$ 1,057,215</td>
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<td>$ 1,915,568</td>
<td>$ 1,781,736</td>
<td>$(133,832)</td>
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<tr>
<td>Supplies and Materials</td>
<td>$ 777,578</td>
<td>$ 600,226</td>
<td>$(177,352)</td>
<td>$ 1,436,672</td>
<td>$ 1,144,782</td>
<td>$(291,890)</td>
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<td>Other Operating Expenses and Services</td>
<td>$ 2,460,974</td>
<td>$ 1,223,096</td>
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<td>$ 2,290,515</td>
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<td>Capital Outlay</td>
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<td>$ 269,908</td>
<td>$(100,576)</td>
<td>$ 538,065</td>
<td>$ 403,544</td>
<td>$(134,521)</td>
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<td>Other Ongo</td>
<td>$ 626,310</td>
<td>$ 553,289</td>
<td>$(73,021)</td>
<td>$ 715,583</td>
<td>$ 701,583</td>
<td>$(14,000)</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$ 13,352,724</td>
<td>$ 10,079,941</td>
<td>$(3,272,783)</td>
<td>$ 17,439,802</td>
<td>$ 15,925,743</td>
<td>$(1,514,059)</td>
</tr>
</tbody>
</table>

| Change in Fund Balance | $ - | $ - | $ - | $ - | $ - | $ - |

<table>
<thead>
<tr>
<th>% of Budget</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$ 1,555,914</td>
<td>46%</td>
<td>$ 992,219</td>
</tr>
<tr>
<td>State Revenues</td>
<td>$ 6,373,856</td>
<td>88%</td>
<td>$ 4,360,573</td>
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<tr>
<td>Local Revenues</td>
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<td>113%</td>
<td>$ 4,183,108</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>$ (699,221)</td>
<td>0%</td>
<td>$ (106,348)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Budget</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Salaries</td>
<td>$ 2,046,190</td>
<td>62%</td>
<td>$ 1,782,205</td>
</tr>
<tr>
<td>Classified and Other Nonacademic Salaries</td>
<td>$ 3,035,578</td>
<td>68%</td>
<td>$ 2,984,031</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 1,075,395</td>
<td>78%</td>
<td>$ 1,099,595</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>$ 482,257</td>
<td>62%</td>
<td>$ 474,713</td>
</tr>
<tr>
<td>Other Operating Expenses and Services</td>
<td>$ 1,008,198</td>
<td>41%</td>
<td>$ 643,487</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>$ 327,261</td>
<td>88%</td>
<td>$ 167,748</td>
</tr>
<tr>
<td>Other Ongo</td>
<td>$ 434,973</td>
<td>69%</td>
<td>$ 587,888</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Budget</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$ 8,409,852</td>
<td>63%</td>
<td>$ 7,739,668</td>
</tr>
</tbody>
</table>
### Comparative Statement of Revenues and Expenses

**General Fund - Unrestricted/Restricted (Combined)**  
**Report Ending**  
**January 31, 2011**

#### Revenues

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budgets</th>
<th>Revised Budgets</th>
<th>% of Budget</th>
<th>% of Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2009-10</strong></td>
<td><strong>2010-11</strong></td>
<td><strong>Variance</strong></td>
<td><strong>2009-10</strong></td>
<td><strong>2010-11</strong></td>
</tr>
<tr>
<td>Federal</td>
<td>$3,467,987</td>
<td>$3,931,587</td>
<td>$463,600</td>
<td>$5,610,063</td>
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<tr>
<td>State Revenues</td>
<td>$59,426,067</td>
<td>$59,011,258</td>
<td>$414,809</td>
<td>$60,506,058</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>$29,792,806</td>
<td>$27,162,282</td>
<td>(2,630,524)</td>
<td>$30,637,816</td>
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<tr>
<td>Other Revenues</td>
<td>$175,000</td>
<td>$175,000</td>
<td>-</td>
<td>$175,000</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>$60,168,860</td>
<td>$60,258,127</td>
<td>(2,581,733)</td>
<td>$60,988,837</td>
</tr>
</tbody>
</table>

#### Expenses

<table>
<thead>
<tr>
<th></th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Academic Salaries</strong></td>
<td>$42,782,273</td>
<td>$39,252,397</td>
<td>(3,529,876)</td>
<td>$43,794,468</td>
<td>$40,001,330</td>
<td>(3,783,138)</td>
</tr>
<tr>
<td><strong>Classified and Other Nonacademic Salaries</strong></td>
<td>$22,599,437</td>
<td>$23,111,140</td>
<td>511,703</td>
<td>$24,015,668</td>
<td>$25,403,665</td>
<td>1,387,797</td>
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<tr>
<td><strong>Employee Benefits</strong></td>
<td>$14,348,170</td>
<td>$14,575,956</td>
<td>227,786</td>
<td>$15,385,628</td>
<td>$15,235,464</td>
<td>(150,164)</td>
</tr>
<tr>
<td><strong>Supplies and Materials</strong></td>
<td>$2,599,981</td>
<td>$2,912,498</td>
<td>(312,517)</td>
<td>$3,249,184</td>
<td>$3,131,338</td>
<td>(117,646)</td>
</tr>
<tr>
<td><strong>Other Operating Expenses and Services</strong></td>
<td>$11,887,609</td>
<td>$10,936,388</td>
<td>(951,221)</td>
<td>$11,931,507</td>
<td>$12,285,715</td>
<td>354,208</td>
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<tr>
<td><strong>Capitol Outlay</strong></td>
<td>$1,493,073</td>
<td>$1,446,944</td>
<td>(46,129)</td>
<td>$1,589,867</td>
<td>$1,596,980</td>
<td>7,113</td>
</tr>
<tr>
<td><strong>Other Outgo</strong></td>
<td>$2,739,679</td>
<td>$1,628,876</td>
<td>(1,110,803)</td>
<td>$2,532,748</td>
<td>$1,763,127</td>
<td>(769,621)</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$67,916,210</td>
<td>$63,644,649</td>
<td>(4,271,561)</td>
<td>$68,293,287</td>
<td>$99,416,785</td>
<td>(2,866,498)</td>
</tr>
</tbody>
</table>

#### Change in Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Change in Fund Balance</strong></td>
<td>$(5,334,350)</td>
<td>$(3,184,522)</td>
<td>$2,149,828</td>
</tr>
</tbody>
</table>
### SWC

#### SOUTHWESTERN COLLEGE

**COMPARATIVE STATEMENT OF REVENUES**

**GENERAL FUND - Unrestricted/Restricted (Combined)**

**Report Ending**

**January 31, 2011**

---

#### January 2009-10/2010-11

**General Fund - Combined Revenues**

<table>
<thead>
<tr>
<th></th>
<th>ADOPTED BUDGETS</th>
<th></th>
<th>REVISED BUDGETS</th>
<th></th>
<th>% of Total Budget</th>
<th>% of Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2009-10</td>
<td>2010-11</td>
<td>Variance</td>
<td>2009-10</td>
<td>2010-11</td>
<td>Variance</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>National Science Foundation</td>
<td>$ -</td>
<td>$ 420,076</td>
<td>$ 420,076</td>
<td>$ 665,868</td>
<td>$ 457,076</td>
<td>(208,792)</td>
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<tr>
<td>Vet Ed Outreach Program</td>
<td>$ 466,830</td>
<td>$ 479,463</td>
<td>$ 12,633</td>
<td>$ 465,720</td>
<td>$ 479,463</td>
<td>33,743</td>
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<tr>
<td>Workforce</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
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<tr>
<td>Military Personnel Development</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
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<tr>
<td>Federal Student Financial Aid</td>
<td>$ 60,112</td>
<td>$ -</td>
<td>$ (60,112)</td>
<td>$ 60,112</td>
<td>$ -</td>
<td>(60,112)</td>
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<tr>
<td>PWS Admin Allowance</td>
<td>$ -</td>
<td>$ 22,723</td>
<td>$ 22,723</td>
<td>$ -</td>
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<tr>
<td>Admin Aide-FELL</td>
<td>$ -</td>
<td>$ 21,795</td>
<td>$ 21,795</td>
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<tr>
<td>SEDC Admin Allowance</td>
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<td>$ 13,567</td>
<td>$ 13,567</td>
<td>$ -</td>
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<tr>
<td>Veterans Service</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>VTEA/Career Tech Education</td>
<td>$ 1,542,379</td>
<td>$ 1,178,727</td>
<td>$ (363,652)</td>
<td>$ 1,607,200</td>
<td>$ 1,248,435</td>
<td>(363,765)</td>
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<td>ARRA Federal Funds</td>
<td>$ -</td>
<td>$ 127,957</td>
<td>$ 127,957</td>
<td>$ 327,621</td>
<td>$ 150,956</td>
<td>(176,665)</td>
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<td>Other Federal Revenue</td>
<td>$ 1,998,666</td>
<td>$ 1,667,480</td>
<td>$ 361,186</td>
<td>$ 2,449,795</td>
<td>$ 3,885,690</td>
<td>(1,435,905)</td>
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<tr>
<td>Total Federal Revenues</td>
<td>$ 3,547,937</td>
<td>$ 3,081,547</td>
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<td>$ 6,326,464</td>
<td>(716,179)</td>
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<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>SB1133 Settlement</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
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<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>PLAX BACKFILLS</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
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<tr>
<td>Two Percent Rigg</td>
<td>$ 77,550</td>
<td>$ 77,550</td>
<td>$ 0</td>
<td>$ 77,550</td>
<td>$ 77,550</td>
<td>$ 0</td>
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<tr>
<td>STATE CAREER TECH EDU</td>
<td>$ -</td>
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<td>$ -</td>
<td>$ -</td>
<td></td>
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<tr>
<td>Return to Title IV</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
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<tr>
<td>Growth Allowment</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
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<tr>
<td>State General Apportionment</td>
<td>$ 341,166</td>
<td>$ 268,224</td>
<td>$ (72,942)</td>
<td>$ 341,166</td>
<td>$ 268,224</td>
<td>(72,942)</td>
</tr>
<tr>
<td>Principal State Apportionment</td>
<td>$ 49,799,916</td>
<td>$ 52,614,514</td>
<td>$ 2,814,688</td>
<td>$ 49,479,916</td>
<td>$ 52,614,514</td>
<td>(2,814,688)</td>
</tr>
<tr>
<td>Prior Year Gen. Appor.</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Skills Growth</td>
<td>$ 1,875,346</td>
<td>$ 50,000</td>
<td>(1,825,346)</td>
<td>$ 1,908,513</td>
<td>$ 931,685</td>
<td>(976,828)</td>
</tr>
<tr>
<td>SB 96 One Time Funds</td>
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<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
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<tr>
<td>FT Faculty Parity</td>
<td>$ 276,667</td>
<td>$ 201,191</td>
<td>$ (75,476)</td>
<td>$ 276,667</td>
<td>$ 201,191</td>
<td>(75,476)</td>
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<tr>
<td>Categorical Apportionment</td>
<td>$ 445,909</td>
<td>$ 210,661</td>
<td>(235,248)</td>
<td>$ 725,178</td>
<td>$ 566,238</td>
<td>(158,940)</td>
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<tr>
<td>KOPS/CARB</td>
<td>$ 185,458</td>
<td>$ -</td>
<td>$ (185,458)</td>
<td>$ 145,182</td>
<td>$ 28,048</td>
<td>(117,134)</td>
</tr>
<tr>
<td>Ext. Oppt. Fgms/SVC</td>
<td>$ 1,923,962</td>
<td>$ 1,309,804</td>
<td>$ (615,188)</td>
<td>$ 1,727,851</td>
<td>$ 1,558,499</td>
<td>(169,352)</td>
</tr>
<tr>
<td>Phy Hand Exces Cost</td>
<td>$ 1,445,708</td>
<td>$ 898,293</td>
<td>$ (547,415)</td>
<td>$ 1,390,008</td>
<td>$ 886,649</td>
<td>(513,359)</td>
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<td>District Match</td>
<td>$ -</td>
<td>$ 30,000</td>
<td>$ 30,000</td>
<td>$ -</td>
<td>$ 177,346</td>
<td>(177,346)</td>
</tr>
</tbody>
</table>

---

Cell values are in dollars.
### Southwestern College
### Comparative Statement of Revenues
#### General Fund - Unrestricted/Restricted (Combined)

**Report Ending January 31, 2011**

#### General Fund - Combined Revenues

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budgets</th>
<th>Revised Budgets</th>
<th>Variance</th>
<th>% of Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2009-10</strong></td>
<td>$595,762</td>
<td>$627,533</td>
<td>$31,771</td>
<td>$993,166</td>
<td>$9,573</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$574,755</td>
<td>$711,969</td>
<td>$137,214</td>
<td>$746,376</td>
<td>$9,677</td>
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<td><strong>2009-10</strong></td>
<td>$746,376</td>
<td>$570,065</td>
<td>$176,311</td>
<td>$533,340</td>
<td>$127,680</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$746,376</td>
<td>$570,065</td>
<td>$176,311</td>
<td>$533,340</td>
<td>$127,680</td>
</tr>
<tr>
<td><strong>2009-10</strong></td>
<td>$2,503</td>
<td>$14,079</td>
<td>$15,576</td>
<td>$159,967</td>
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<tr>
<td><strong>2010-11</strong></td>
<td>$2,503</td>
<td>$14,079</td>
<td>$15,576</td>
<td>$159,967</td>
<td>$0</td>
</tr>
<tr>
<td><strong>2009-10</strong></td>
<td>$245,582</td>
<td>$196,751</td>
<td>$48,831</td>
<td>$99,102</td>
<td>$40%</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$245,582</td>
<td>$196,751</td>
<td>$48,831</td>
<td>$99,102</td>
<td>$40%</td>
</tr>
<tr>
<td><strong>2009-10</strong></td>
<td>$1,784,214</td>
<td>$1,800,000</td>
<td>$15,786</td>
<td>$1,909,524</td>
<td>(-2,320)</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$1,784,214</td>
<td>$1,800,000</td>
<td>$15,786</td>
<td>$1,909,524</td>
<td>(-2,320)</td>
</tr>
<tr>
<td><strong>2009-10</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>2009-10</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>2009-10</strong></td>
<td>$71,062</td>
<td>$72,012</td>
<td>$9,950</td>
<td>$72,012</td>
<td>$0</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$71,062</td>
<td>$72,012</td>
<td>$9,950</td>
<td>$72,012</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total State Revenues</strong></td>
<td>$59,425,067</td>
<td>$59,013,298</td>
<td>$41,769</td>
<td>$60,506,081</td>
<td>$513,723</td>
</tr>
<tr>
<td><strong>2009-10</strong></td>
<td>$60,506,081</td>
<td>$60,899,133</td>
<td>$393,052</td>
<td>$35,479,664</td>
<td>$2,682,538</td>
</tr>
<tr>
<td><strong>2010-11</strong></td>
<td>$60,506,081</td>
<td>$60,899,133</td>
<td>$393,052</td>
<td>$35,479,664</td>
<td>$2,682,538</td>
</tr>
</tbody>
</table>

### Local Revenues

<table>
<thead>
<tr>
<th></th>
<th>Adopted Balance</th>
<th>Revised Balance</th>
<th>Variance</th>
<th>% of State</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Balance</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Restriction Payments</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Secured Roll Taxes</strong></td>
<td>$18,740,151</td>
<td>$17,634,009</td>
<td>(-1,106,142)</td>
<td>$18,740,151</td>
<td>(-110,142)</td>
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<tr>
<td><strong>Unsecured Roll Taxes</strong></td>
<td>$320,354</td>
<td>$176,281</td>
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<td>$320,354</td>
<td>(-144,073)</td>
</tr>
<tr>
<td><strong>Prior Year Taxes</strong></td>
<td>$729,509</td>
<td>$729,509</td>
<td>0</td>
<td>$729,509</td>
<td>0</td>
</tr>
<tr>
<td><strong>2% Pass Through</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Property Tax Backfill</strong></td>
<td>$-</td>
<td>$56,634</td>
<td>$56,634</td>
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<td>$0</td>
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<tr>
<td><strong>Donations</strong></td>
<td>$-</td>
<td>$4,205</td>
<td>$4,205</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Foundation Grant</strong></td>
<td>$-</td>
<td>$1,526</td>
<td>$72,012</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>GF : Student Loan/Overaged Checks</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>GF : Unsecured Warrants/Revolvy</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>RDP Contract</strong></td>
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<td>$298,167</td>
<td>0</td>
<td>$298,167</td>
<td>0</td>
</tr>
<tr>
<td><strong>Local Contract Services</strong></td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Individual Service Contracts</strong></td>
<td>$123,538</td>
<td>$123,538</td>
<td>0</td>
<td>$123,538</td>
<td>0</td>
</tr>
<tr>
<td><strong>Sales</strong></td>
<td>$-</td>
<td>$8,500</td>
<td>$8,500</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Sales of Publications</strong></td>
<td>$95,000</td>
<td>$75,000</td>
<td>(-20,000)</td>
<td>$95,000</td>
<td>(-20,000)</td>
</tr>
<tr>
<td><strong>Cash Over</strong></td>
<td>$10,000</td>
<td>$10,000</td>
<td>0</td>
<td>$10,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>CDC Rental</strong></td>
<td>$-</td>
<td>$9,212</td>
<td>$9,212</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Game Room Income</strong></td>
<td>$10,000</td>
<td>$10,000</td>
<td>0</td>
<td>$10,000</td>
<td>0</td>
</tr>
</tbody>
</table>

### Variance

- **Beginning Balance**: $- (0%)
- **Restriction Payments**: $- (0%)
- **Secured Roll Taxes**: $- (44%)
- **Unsecured Roll Taxes**: $- (21%)
- **Prior Year Taxes**: $- (97%)
- **2% Pass Through**: $- (0%)
- **Property Tax Backfill**: $- (14%)
- **Donations**: $- (181%)
- **Foundation Grant**: $- (0%)
- **GF : Student Loan/Overaged Checks**: $- (0%)
- **GF : Unsecured Warrants/Revolvy**: $- (0%)
- **RDP Contract**: $- (0%)
- **Local Contract Services**: $- (0%)
- **Individual Service Contracts**: $- (0%)
- **Sales**: $- (12%)
- **Sales of Publications**: $- (24%)
- **Cash Over**: $- (0%)
- **CDC Rental**: $- (0%)
- **Game Room Income**: $- (0%)
### General Fund - Combined Revenues

<table>
<thead>
<tr>
<th>ADOPTED BUDGETS</th>
<th>REVISED BUDGETS</th>
<th>% of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2009-10</td>
<td>2010-11</td>
</tr>
<tr>
<td>Facility Use Fee</td>
<td>$265,557</td>
<td>$100,000</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>$375,000</td>
<td>$150,000</td>
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<tr>
<td>Community Services</td>
<td>$ -</td>
<td>$87,283</td>
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<tr>
<td>Enrollment Fees</td>
<td>$5,199,508</td>
<td>$4,922,749</td>
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<tr>
<td>Health Fee</td>
<td>$621,138</td>
<td>$690,616</td>
</tr>
<tr>
<td>Other Student Fees</td>
<td>$60,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>Tuition Fee</td>
<td>$900,000</td>
<td>$600,000</td>
</tr>
<tr>
<td>Parking Services Fee</td>
<td>$800,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Credit By Exam</td>
<td>$2,500</td>
<td>$3,000</td>
</tr>
<tr>
<td>Course Audit</td>
<td>$ -</td>
<td>$2,000</td>
</tr>
<tr>
<td>Local Revenue Misc.</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Fines and Collection Charges</td>
<td>$200,000</td>
<td>$214,125</td>
</tr>
<tr>
<td>Cores</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Misdial &amp; Permit Charge</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Local Miscellaneous Income</td>
<td>$942,364</td>
<td>$640,588</td>
</tr>
<tr>
<td>Transfer In Staff Parking</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Total Local Revenues</td>
<td>$29,792,806</td>
<td>$27,182,282</td>
</tr>
<tr>
<td>Other Revenues (Transfers In)</td>
<td>$175,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Transfer In - Bookstore</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Transfers In</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Board Reserve</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Revenue Suspense</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Other Revenues</td>
<td>$175,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$92,561,860</td>
<td>$90,280,177</td>
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</tbody>
</table>
### SOUTHWESTERN COLLEGE
### COMPARATIVE STATEMENT OF EXPENSES
General Fund - Unrestricted/Restricted (Combined)
REPORT ENDING
January 31, 2011

#### General Fund - Combined Expenses

<table>
<thead>
<tr>
<th>Expenses</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Salaries - Contract</td>
<td>$19,388,000</td>
<td>$18,333,679</td>
<td>$(1,054,321)</td>
<td>$19,432,383</td>
<td>$18,590,365</td>
<td>$(822,018)</td>
<td>$10,920,806</td>
<td>56%</td>
<td>$10,681,446</td>
</tr>
<tr>
<td>Academic/Non Instructional Contract Salaries</td>
<td>$7,669,746</td>
<td>$7,037,349</td>
<td>$(632,397)</td>
<td>$7,976,772</td>
<td>$7,186,620</td>
<td>$(790,152)</td>
<td>$4,169,300</td>
<td>54%</td>
<td>$4,186,210</td>
</tr>
<tr>
<td>Academic Salaries - Hourly</td>
<td>$14,342,288</td>
<td>$12,604,969</td>
<td>$(1,737,319)</td>
<td>$14,667,708</td>
<td>$12,715,925</td>
<td>$(1,951,783)</td>
<td>$7,325,540</td>
<td>51%</td>
<td>$6,687,520</td>
</tr>
<tr>
<td>Academic/Non Inst Salaries - Hourly</td>
<td>$1,365,241</td>
<td>$1,276,400</td>
<td>$(88,841)</td>
<td>$1,727,615</td>
<td>$1,508,420</td>
<td>$(219,195)</td>
<td>$870,644</td>
<td>64%</td>
<td>$789,150</td>
</tr>
<tr>
<td>Classified Salaries - Contract</td>
<td>$19,530,619</td>
<td>$20,270,095</td>
<td>$739,476</td>
<td>$20,421,045</td>
<td>$21,422,745</td>
<td>$1,001,700</td>
<td>$11,166,468</td>
<td>57%</td>
<td>$11,852,073</td>
</tr>
<tr>
<td>Classified Non-Instructional Hourly</td>
<td>$2,004,445</td>
<td>$2,032,685</td>
<td>$28,240</td>
<td>$2,554,662</td>
<td>$2,953,426</td>
<td>$398,764</td>
<td>$1,104,427</td>
<td>55%</td>
<td>$1,136,798</td>
</tr>
<tr>
<td>Classified Instructional Hourly</td>
<td>$864,973</td>
<td>$808,360</td>
<td>$(56,613)</td>
<td>$1,040,176</td>
<td>$1,052,484</td>
<td>$12,308</td>
<td>$440,724</td>
<td>51%</td>
<td>$430,993</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$14,345,170</td>
<td>$14,575,056</td>
<td>$231,886</td>
<td>$15,389,628</td>
<td>$15,235,404</td>
<td>$(154,224)</td>
<td>$8,332,466</td>
<td>62%</td>
<td>$8,606,292</td>
</tr>
<tr>
<td>Text Books</td>
<td>$25,070</td>
<td>$24,570</td>
<td>$(500)</td>
<td>$25,792</td>
<td>$25,092</td>
<td>$(700)</td>
<td>$17,547</td>
<td>75%</td>
<td>$18,467</td>
</tr>
<tr>
<td>Books or Manuals</td>
<td>$76,424</td>
<td>$62,172</td>
<td>$(14,252)</td>
<td>$83,062</td>
<td>$69,659</td>
<td>$(13,403)</td>
<td>$14,560</td>
<td>19%</td>
<td>$28,933</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>$1,414,616</td>
<td>$1,442,038</td>
<td>$27,422</td>
<td>$1,632,659</td>
<td>$1,586,690</td>
<td>$(45,969)</td>
<td>$633,057</td>
<td>48%</td>
<td>$676,636</td>
</tr>
<tr>
<td>Miscellaneous Operating Expenses</td>
<td>$399,628</td>
<td>$285,287</td>
<td>$(114,341)</td>
<td>$583,221</td>
<td>$494,731</td>
<td>$(88,490)</td>
<td>$278,159</td>
<td>69%</td>
<td>$276,676</td>
</tr>
<tr>
<td>Printing &amp; Other</td>
<td>$502,712</td>
<td>$561,420</td>
<td>$58,708</td>
<td>$637,673</td>
<td>$690,291</td>
<td>$52,618</td>
<td>$186,267</td>
<td>37%</td>
<td>$243,646</td>
</tr>
<tr>
<td>Merchant Write-Offs</td>
<td>$43,559</td>
<td>$26,888</td>
<td>$(16,671)</td>
<td>$39,280</td>
<td>$26,888</td>
<td>$(12,392)</td>
<td>$10,923</td>
<td>25%</td>
<td>$11,204</td>
</tr>
<tr>
<td>Supplies</td>
<td>$109,992</td>
<td>$110,901</td>
<td>$929</td>
<td>$247,479</td>
<td>$238,187</td>
<td>$(9,292)</td>
<td>$93,659</td>
<td>85%</td>
<td>$89,228</td>
</tr>
<tr>
<td>Contract Services</td>
<td>$1,706,401</td>
<td>$2,055,903</td>
<td>$349,502</td>
<td>$2,677,832</td>
<td>$3,133,689</td>
<td>$455,857</td>
<td>$1,193,605</td>
<td>70%</td>
<td>$1,647,494</td>
</tr>
<tr>
<td>Classified Travel</td>
<td>$613,849</td>
<td>$719,762</td>
<td>$105,913</td>
<td>$798,314</td>
<td>$910,681</td>
<td>$112,367</td>
<td>$221,966</td>
<td>36%</td>
<td>$265,593</td>
</tr>
<tr>
<td>Dues Memberships</td>
<td>$145,445</td>
<td>$147,319</td>
<td>$1,874</td>
<td>$151,822</td>
<td>$153,291</td>
<td>$1,469</td>
<td>$69,210</td>
<td>48%</td>
<td>$102,872</td>
</tr>
</tbody>
</table>
## SOUTHWESTERN COLLEGE
### COMPARATIVE STATEMENT OF EXPENSES
#### General Fund - Unrestricted/Restricted (Combined)
#### REPORT ENDING
#### January 31, 2011

**January**
**2009-10/2010-11**

**General Fund - Combined Expenses**

<table>
<thead>
<tr>
<th>Expenses</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>% of Budget</th>
<th>% of Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>$926,831</td>
<td>$936,831</td>
<td>$10,000</td>
<td>$926,831</td>
<td>$936,831</td>
<td>$10,000</td>
<td>$836,539</td>
<td>$891,028</td>
<td>$51,489</td>
<td>91%</td>
<td>95%</td>
<td>$51,489</td>
</tr>
<tr>
<td>Phone Costs/Utilities</td>
<td>$3,096,615</td>
<td>$2,780,014</td>
<td>$(316,601)</td>
<td>$3,102,964</td>
<td>$2,761,066</td>
<td>$(341,898)</td>
<td>$2,895,706</td>
<td>$1,314,538</td>
<td>47%</td>
<td>(3,579,148)</td>
<td>(93,665)</td>
<td></td>
</tr>
<tr>
<td>Maintenance Contracts</td>
<td>$3,004,091</td>
<td>$3,138,832</td>
<td>$134,741</td>
<td>$3,037,244</td>
<td>$3,062,825</td>
<td>$25,581</td>
<td>$2,457,534</td>
<td>$2,563,871</td>
<td>7%</td>
<td>(93,665)</td>
<td>(57,558)</td>
<td></td>
</tr>
<tr>
<td>Employee Add/Litigation</td>
<td>$551,249</td>
<td>$527,249</td>
<td>$(24,000)</td>
<td>$533,749</td>
<td>$629,188</td>
<td>$95,439</td>
<td>$161,132</td>
<td>$298,668</td>
<td>57%</td>
<td>(93,665)</td>
<td>(137,558)</td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>$1,986,813</td>
<td>$578,093</td>
<td>$(1,408,720)</td>
<td>$770,597</td>
<td>$470,977</td>
<td>$(299,620)</td>
<td>$68,126</td>
<td>$123,833</td>
<td>21%</td>
<td>(55,707)</td>
<td>(55,707)</td>
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</tr>
<tr>
<td>Other Operating Expenses</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Indirect and Other</td>
<td>$(43,485)</td>
<td>$102,386</td>
<td>$245,871</td>
<td>$(74,446)</td>
<td>$247,167</td>
<td>$321,613</td>
<td>$(3,260)</td>
<td>$(2,511)</td>
<td>2%</td>
<td>(2,351)</td>
<td>(754)</td>
<td></td>
</tr>
<tr>
<td>Sites and Site Improvement</td>
<td>$55,130</td>
<td>$55,130</td>
<td>$ -</td>
<td>$55,130</td>
<td>$55,130</td>
<td>$ -</td>
<td>$28,451</td>
<td>$4,582</td>
<td>8%</td>
<td>(23,871)</td>
<td>(83,870)</td>
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<tr>
<td>Buildings</td>
<td>$92,841</td>
<td>$92,841</td>
<td>$ -</td>
<td>$92,841</td>
<td>$92,841</td>
<td>$ -</td>
<td>$41,051</td>
<td>$53,001</td>
<td>68%</td>
<td>(21,950)</td>
<td>(21,950)</td>
<td></td>
</tr>
<tr>
<td>Books &amp; Book Abatement</td>
<td>$121,117</td>
<td>$74,997</td>
<td>$(46,120)</td>
<td>$96,256</td>
<td>$74,822</td>
<td>$(22,434)</td>
<td>$60,290</td>
<td>$40,807</td>
<td>54%</td>
<td>(10,483)</td>
<td>(10,483)</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$1,223,975</td>
<td>$1,223,976</td>
<td>$1</td>
<td>$1,344,970</td>
<td>$1,373,167</td>
<td>$28,217</td>
<td>$727,453</td>
<td>$195,720</td>
<td>16%</td>
<td>(393,750)</td>
<td>(393,750)</td>
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<tr>
<td>Debt Retirement</td>
<td>$ -</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$ -</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$ -</td>
<td>$0</td>
<td>$0</td>
<td>(200,000)</td>
<td>(200,000)</td>
<td></td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>$195,000</td>
<td>$21,600</td>
<td>$173,400</td>
<td>$195,000</td>
<td>$21,600</td>
<td>$173,400</td>
<td>$ -</td>
<td>$0</td>
<td>$0</td>
<td>(200,000)</td>
<td>(200,000)</td>
<td></td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>$1,063</td>
<td>$10,063</td>
<td>$9,000</td>
<td>$2,063</td>
<td>$10,063</td>
<td>$8,000</td>
<td>$14,834</td>
<td>$6,584</td>
<td>69%</td>
<td>(7,880)</td>
<td>(7,880)</td>
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<tr>
<td>Other Payments to Students</td>
<td>$701,248</td>
<td>$533,226</td>
<td>$(168,022)</td>
<td>$730,320</td>
<td>$754,120</td>
<td>$(23,800)</td>
<td>$427,398</td>
<td>$601,728</td>
<td>109%</td>
<td>(174,350)</td>
<td>(174,350)</td>
<td></td>
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<tr>
<td>Golden Handshake</td>
<td>$1,835,365</td>
<td>$749,589</td>
<td>$(1,085,776)</td>
<td>$1,335,365</td>
<td>$702,989</td>
<td>$(632,376)</td>
<td>$(6,526)</td>
<td>(4,949)</td>
<td>1%</td>
<td>(3,577)</td>
<td>(3,577)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$98,196,213</td>
<td>$93,464,649</td>
<td>$(4,731,562)</td>
<td>$102,283,287</td>
<td>$99,416,795</td>
<td>$(2,866,492)</td>
<td>$55,307,430</td>
<td>$52,826,300</td>
<td>(2,481,131)</td>
<td>(2,481,131)</td>
<td>(2,481,131)</td>
<td></td>
</tr>
</tbody>
</table>
Southwestern Community College District
General Fund Cash Analysis
For Period Ending January 31, 2011

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>August</th>
<th>September*</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Cash</td>
<td>$11,743,382</td>
<td>$16,189,583</td>
<td>$11,784,038</td>
<td>$4,926,118</td>
<td>$20,407,274</td>
<td>$19,161,372</td>
<td>$21,486,531</td>
</tr>
<tr>
<td>Deposits</td>
<td>$12,831,291</td>
<td>$4,479,576</td>
<td>$7,761,594</td>
<td>$24,453,848</td>
<td>$13,235,175</td>
<td>$11,740,301</td>
<td>$2,282,808</td>
</tr>
<tr>
<td>Cash Available</td>
<td>$24,574,673</td>
<td>$20,669,159</td>
<td>$19,545,632</td>
<td>$29,379,966</td>
<td>$33,642,449</td>
<td>$30,901,673</td>
<td>$26,769,339</td>
</tr>
<tr>
<td>Expenditures</td>
<td>($8,385,090)</td>
<td>($8,885,121)</td>
<td>($14,619,514)</td>
<td>($8,972,692)</td>
<td>($14,481,077)</td>
<td>($9,415,141)</td>
<td>($8,925,034)</td>
</tr>
<tr>
<td>Month Ending Balance</td>
<td>$16,189,583</td>
<td>$11,784,038</td>
<td>$4,926,118</td>
<td>$20,407,274</td>
<td>$19,161,372</td>
<td>$21,486,531</td>
<td>$17,844,395</td>
</tr>
</tbody>
</table>

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 a monthly, quarterly, or annual basis.

Cash Received (Deposits) are the sources of income and Cash Outlay (Expenditures) are the resources used for operating expenses.

Note: This cash report includes Governing Board reserves, which were not included in the prior year's cash report.
Full Time Equivalent Student (FTES)
The Calculation

1 FTES =
1 Student Enrolled in 15 Units per Semester

For those students who take less than 15 units a semester, we piece their units together:

1 Student: 9 Units
1 Student: 3 Units
1 Student: 3 Units
-----------
3 Students = 15 Units = 1 FTES
FTES Projections and Budget Planning

Southwestern Community College District
Governing Board Presentation
March 9, 2011

PRESENTED BY:
Mark Meadows, Ph.D., Vice President for Academic Affairs
Angelica L. Suarez, Ph.D., Vice President for Student Affairs

SWC Years
SOUTHWESTERN COLLEGE
Funding Growth – Revenue v. Expenditure

REVENUE
STATE FUNDING
1 FTES = $4564.83

APPROX. EXPENDITURE PER
3 UNIT CLASS = $3605

EXPENDITURE VS. REVENUE

ADDED REVENUE FOR GROWTH
FTES (378) = $1,725,505.74

EXPENDITURE FOR OFFERING GROWTH
378 FTES = $454,230

ADDED REVENUE MINUS EXPENDITURE = $1,271,275.75
College Planning and FTES Projections 2010 - 2011

SUMMER 2010 FTES GENERATED
29.67

FALL 2010 FTES GENERATED
7017.25

SPRING 2011
Full Term & 1st 8 WEEKS
FTES GENERATED = 6341.13

SUMMER 2011
FTES ESTIMATED @ 83%
EFFICIENCY = 1601.18

ESTIMATED TOTAL FTES = 15,907

SPRING 2011 2nd 8 WEEKS
FTES ESTIMATED @ 73%
EFFICIENCY = 689.91

SUMMER 2011 FTES PENDING
BASED ON SP 11 EFFICIENCY = 230
College Planning and FTES Projections 2011-2012

SUMMER 2011 (July 1, 2011) ➔ FALL 2011 FTES (___) ➔ SPRING 2012 FTES (___) ➔ SUMMER 2012 FTES (___) ➔ ESTIMATED FTES = 15,429 (3% Workload Reduction)
TO: DENISE WHITTAKER, INTERIM SUPERINTENDENT/PRESIDENT
FROM: ANGELICA L SUAREZ, PH.D., VICE PRESIDENT FOR STUDENT AFFAIRS
SUBJECT: RESPONSE TO TRUSTEE AGUILAR'S INQUIRY. STRATEGIES TO DECREASE PROCESSING TIME FOR FINANCIAL AID APPLICATIONS
DATE: FEBRUARY 28, 2011

The Challenge:

Southwestern College has experienced a 43% increase in Free Application for Federal Student Aid (FAFSA) applications over a three-year period, presenting the following challenges:

- Increase in financial aid mandates.
- Lack of financial aid staff to process applications.
- Challenges with technology to help expedite processing of financial aid applications.
- Incomplete applications/inaccurate information/missing documents.
- Late applications (priority period – January through March).

Impact:

- Delays in processing financial aid applications.
- Staff need more time to process applications.
- Longer wait times for students to receive financial aid awards.

Implemented Solutions:

- Replacement of financial aid specialist vacancy.
- Changed operational hours to focus on financial aid packaging.
- Providing overtime opportunities for staff during peak time to facilitate packaging.
- Computer Systems & Services to make accessible financial aid applications on an earlier timeline.
- Conduct financial aid workshops (English/Spanish) throughout the District to encourage early application (e.g., how to complete the applications, important deadlines, etc.).
- Circulate flyers/posters to promote priority application period.
- Email students regarding important application deadlines.
- Provide classroom presentations by faculty request.
- Conduct financial aid workshops at local high schools.
- Conduct financial aid workshops at community-sponsored events.
- Provide students information through the District website and other social media (Twitter).
Other Solutions (Currently Being Pursued)

- Financial Aid link with the Bookstore.
- Implement ACH – Electronic Fund Transfer.
- Implement Batch Auto-Packaging/Datatel.

Despite these efforts, the realistic timeframe to process applications is three-to-ten-weeks, based on a student submitting an accurate application for the academic year and by submitting complete documentation. As you are aware, there is a proposal in the US Congress to reduce aid to students through a cut in Pell Grants. For Southwestern College, this translates into a 2.6 million cut in financial aid to students. If this situation becomes a reality, the need for additional financial support for students will continue to increase dramatically. As a result, I am scheduled to make a presentation to the Southwestern College Foundation to provide them with an update, and prepare them for the potential of future requests to support our students.

Please let me know if you have additional questions.

prp
## February 9, 2011 Follow-Up Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Person Responsible</th>
<th>GB Meeting/Comment</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Policy Re SWC Seal with Motto</td>
<td>Kerns/Whittaker</td>
<td>Requested by Aguilar</td>
<td>Pending: Referred to Shared Consultation Council (SCC).</td>
</tr>
</tbody>
</table>