MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown, P.E.
Director of Facilities/Operations, and Planning

SUBJECT: Agreement with NTD Architecture

RECOMMENDATION

Approve Agreement No. A3254.11, related to RFP No. 109, with NTD Architecture, for professional services, for the period June 9, 2011 to December 31, 2011, inclusive, in an amount not to exceed $73,350.

OVERVIEW

Governing Board approved RFP No. 109 on August 11, 2010. NTD Architecture has relevant project experience in similar size, scope, and complexity.

The contract with NTD Architecture will furnish, through a series of concentrated work sessions with Southwestern College Facilities Department, Academic Supervisors, and other Southwestern College Staff, specific room designs and product standards for various construction products categorized in Construction Specification Institute’s (CSI) 2004 Master Format for all 5 Southwestern College locations. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $73,350 Cost to the District/Account No.: 5-45123-718701-970 (Campus Design Standards - Proposition R Funds)

JRB:mk
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "Governing Board" or "District") to contract with NTD ARCHITECTURE as an Independent Consultant (hereinafter referred to as "Architect"); 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, the Architect has represented to the Governing Board that the Architect is knowledgeable and qualified in skills required for this DESIGN STANDARDS project and covenants that the Architect is capable of performing the services required under this agreement; and

WHEREAS, the Governing Board recognizes that the Architect is acting as an independent Consultant in the performance of work under this contract, and that the Architect 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, the Architect understands that, for purposes of this Agreement, the Architect is not an employee of the District and does not qualify for employee benefits, including workers’ compensation benefits;

NOW THEREFORE, the following is agreed:

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

The Architect agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services: See Exhibit “A”.

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

a. In consideration of the service to be rendered by the Architect as outlined in this agreement, the Governing Board agrees to pay the Architect a total amount not to exceed SEVENTY THREE THOUSAND THREE HUNDRED FIFTY 00/100 DOLLARS ($73,350.00) per the proposal identified in Exhibit “B” for services and product delivery rendered by the Architect. Additional services may be added to this contract through addendum and in accordance with the additional services unit rates listed in Exhibit “B”.

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 Architect’s Chief Financial Officer or designee.
d. Architect certifies that Architect 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 the Architect for any costs or expenses paid or incurred by Architect in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

The period covered by this agreement shall begin on June 9, 2011 and shall terminate on December 31, 2011.

IV. CONFLICT OF INTEREST.

If the District determines that the Architect is a “Consultant” under Political Reform Act of 1974, the Architect 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 CONSULTANT.

The Architect, in the performance of this Contract, shall be and act as an independent Consultant. The Architect 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. The Architect 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.

The Architect acknowledges and agrees that it is the sole responsibility of the Architect 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 Architect’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.

The Architect 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. The Architect’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, the Architect 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 the Architect 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. The Architect 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. The Architect 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 that the Architect shall fail to so advise the District and as a result of the use of any programs or materials developed by the Architect 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, the Architect agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

The Architect 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.

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

XI. HOLD HARMLESS.

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

The District may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to the Architect. In the event of termination, the Architect 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 the Architect. Notice shall be deemed given when received by the Architect 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 Architect; (b) any act by the Architect exposing the District to liability to others for personal injury or property damage; or (c) if the Architect is adjudged a bankrupt, the Architect makes a general assignment for the benefit of creditors or a receiver is appointed on account of the Architect’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 Architect. If the cost to the District of obtaining the services from another Architect exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Architect. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party or no later than five (5) days after the day of mailing, whichever is sooner.

XIII. INSURANCE

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

XIV. WORKER’S COMPENSATION INSURANCE.

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

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

XVI. WORKS FOR HIRE.

The Architect 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.

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

XVII. RIGHTS IN DATA.

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

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. The Architect 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 the Architect, the Architect’s business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

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

XX. NON-WAIVER.

The failure of District or the Architect 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 the Architect either in whole or in part, nor shall the Architect further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

XXIII. LAWS GOVERNING.

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

XXIV. ENTIRE AGREEMENT/MODIFICATION.

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

XXV. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.
This Contract is entered into this the 9th day of June, 2011.

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

**NTD ARCHITECTURE**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
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<tbody>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Jordan Knighton  
Partner  
9655 Granite Ridge Dr. Suite 400  
San Diego, CA 92123

Denise Whittaker  
Interim Superintendent/President  
900 Otay Lakes Road  
Chula Vista, CA 91910-7299

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

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Originator: Robert J. Temple  
Interim Vice President for Business & Financial Affairs

Account No.:  
5-45123-718701-970 (Campus Design Standards - Proposition R Funds)

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Approved as to form by the office of the  
Purchasing, Contracting & Central Services  
Director

Approval No.: \[A\]32-54.11  
Date: 5/17/11
EXHIBIT A

Scope of Services

The Architect shall prepare a document that outlines the standard selections for spaces, systems and materials to be used for the duration of the Prop R Bond Program. The District sees the design manual as a living document that will be amended and expanded as required over time. The design manual shall have two components, specific room designs and product standards.

Specific Room Designs

Through a series of concentrated work sessions the Architect shall work with Southwestern Community College Facilities Department, Academic Supervisors, and Other Southwestern Staff to create specific room designs for the following:

- Three Types of Offices
- Conference Room
- Three Types of Standard Classrooms Based On Number of Students
- Multi Media Classroom/Computer Lab
- Information Technology Equipment Rooms
- Custodial Rooms
- Student and Staff Bathrooms
- Mechanical/Electrical Rooms

Each of the specific room design shall include but is not limited to floor plans, elevation drawings, dimensions, reflected ceiling plans (if required), required infrastructure, etc.

Each of the specific room designs shall apply to all Southwestern Community College Campus.

Product Standards

Through a series of concentrated work sessions the Architect shall work with Southwestern Community College Facilities Department to create product standards for various construction products. Once work sessions are complete Architect shall categorized products in Construction Specification Institute’s (CSI) 2004 Master Format.

CSI 2004 Master Format shall call out products for all five Southwestern Community College Campus. Those include:

- Chula Vista Campus (Main Campus)
- National City Campus
- Coronado Campus
- Otay Mesa Campus
- San Ysidro Campus
At a minimum the following products will be identified in the product standards section of the design manual:

- Data Products
- Technology Including Audio and Visual Products
- Telecommunications Products
- Security Products
- Electrical Systems Products
- Plumbing Systems Products
- Mechanical Systems Products
- Energy Management Products
- Lighting Systems Products
- Fire Suppression/Fire Alarm Products
- Landscaping Products
- Roofing Products
- Flooring Products
- Painting Products
- Door Products
- Window Products
- Ceiling Products
- Casework Products
- Toilet Accessory Products
- Finish Products
- Thermal and Moisture Protection Products
- Building Products

Schedule

August 12, 2010 -- Execute Contract
August 13, 2010 – October 15, 2010 – Meet with District Administrators, Maintenance Staff, Academic Supervisors, Etc
November 1, 2010 – Submit Draft Design Manual for Review to District
November 15, 2010 – December 15, 2010 – Final Meetings with District Administrators, Maintenance Staff, Academic Supervisors, Etc
January 10, 2010 -- Submit Final Design Manual for District Approval

Exclusions

The following scopes of work are excluded from the professional services contract:

- System or Product Audit “Folklore”
- System Design
- Aesthetic Design Guidelines
- Furniture
- High Performance Design/Sustainability Design Requirements

END OF SECTION
June 18, 2010
June 23, 2010 Revised
June 30, 2010 Revised

Alex Munro
Project Manager

Seville Construction Services, Inc.
Southwestern College Program Management Team

Southwestern College
Business, Operations, & Facilities Planning
900 Otay Lakes Road
Chula Vista, CA 91910

RÉ: Southwestern Community College – Design Standards

Dear Alex,

On behalf of NTD Architecture, I am pleased to provide you with this proposal to provide architectural services in conjunction with the above referenced project to the Southwestern Community College District. Our understanding of the project and proposed scope and terms are as follows:

**FEE**

<table>
<thead>
<tr>
<th>Specific Room Design Criteria</th>
<th>$49,500.00</th>
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<tbody>
<tr>
<td>Total hours allocated by NTD for this phase</td>
<td>220 hours</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product Standards</th>
<th>$23,850.00</th>
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</thead>
<tbody>
<tr>
<td>Total hours allocated by NTD for this phase</td>
<td>106 hours</td>
</tr>
</tbody>
</table>

**TOTAL:** $73,350.00

**HOURLY RATES AND REIMBURSABLES**

Reimbursable Expenses are in addition to compensation for basic and additional services (as set forth in section 2.1) and include expenses incurred by the Architect and Architect’s employees and consultants in the interest of the Project, as identified in the following clauses and will be reimbursed to the Architect by the District at 1.10 times actual cost:

- Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, construction and bidding, in excess of those set forth elsewhere in this contract.
- Expense of additional insurance coverage or limits, including professional liability insurance.
"Exhibit B"

- Expense of reproduction of District provided Record Drawings and As-Builds of existing facilities if required by the Architect in the performance of this contract.
- Hourly rates are for reference and will be used for additional services.

NTD ARCHITECTURE
Hourly Rate Schedule *
Effective January 1, 2010

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Principal</td>
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<tr>
<td>Associate Principal</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Project Architect</td>
<td>$ 135.00</td>
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<tr>
<td>Specification Writer</td>
<td>$ 130.00</td>
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<tr>
<td>Studio Assistant/Clerical</td>
<td>$ 70.00</td>
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<tr>
<td>Design Assistant</td>
<td>$ 70.00</td>
</tr>
</tbody>
</table>

*Rates effective as of 1/1/10 and are subject to change.

PROJECT DESCRIPTION

The District intends to have available a document that outlines the standard selections for systems and materials to be used for the duration of the Prop R projects and potentially beyond that. The District sees the product as a living document that will be amended and expanded as required over time. The final product will adhere to the 2004 CSI Specification Format.

SCOPE OF SERVICES

The scope of services are outlined below and apply to each of the task areas indicated on the attached outline as distributed by the District. Refer to fee section for costs allocated per these task areas. Given the specific nature of many of the items to be reviewed, NTD has solicited, received and include in our fees, the cost for engineering consultants for Mechanical, Electrical, Civil and Landscape disciplines.

NTD understands that there will be separate findings for the different campuses in the district for some of the items identified. The list of items as indicated by the district to be reviewed are as indicated on the attached document as distributed by the District.

NTD is proposing a specific process to develop and produce the desired product. The process is outlined below:
"Exhibit B"

I. Discovery - Interviews, Document Review, Number of Iterations.
   a. NTD anticipates three meetings per department.
   b. Meetings will be attended by NTD and specific consulting engineers as required.
   c. Room layouts are anticipated to be reviewed with District Facilities staff only. Any Academic attendees will be managed by the District to the process described herein.

II. Documentation - Prepare Draft Specifications and present findings
   a. Information received will be drafted into specification format as approved by SWC.

III. Analysis - review findings:
   a. Findings will be reviewed with District Facilities Dept. and the Prop R team. Comments will be addressed at this time prior to preparation of final document.
   b. Should Direction be given by District to re-interview some or all of the departments due to discrepancy between District intentions and direction received from departments, that will be considered as an extra service to the contract.

IV. Recommendations - Preparation of Final Document
   a. This will be a compilation process with facilities dept. It is anticipated that there will be two meetings to complete this phase.

V. Finalization - Iterations for final approvals.
   a. This is the final review prior to submission to the Board of Directors for approval and subsequent publication.

PROJECT SCHEDULE

The District intends to have this document finalized by Dec 313, 2010.
Architect Selection is anticipated to be on the August Board Agenda.

KEY PERSONNEL

NTD Designates Richard Nowicki, AIA (CA lic. C-28042) to act as Principal in Charge.

EXCLUSIONS

- BIM/GAD Standards aren't included in this proposal. NTD can prepare BIM standards for approx $25,000.00 depending on the breadth and scope determined by the District.
- Aesthetic Design Guidelines are excluded per District direction.
- FFE considerations are excluded per District direction.
- High Performance Design/ Sustainability Design requirements will be specified by the District on a project-by-project basis and are excluded per District direction.
"Exhibit B"

- Items associated with the proposed Central Plant, Control Systems or Information Technology direction are not included in this scope of work and will be pursued by the district separately. If the districts decides to incorporate the results of those processes into the final Standards document, they will be billed as an extra service to the contract per the Hourly Rates and reimbursables noted above.

We are truly grateful for the opportunity to be of continued service to the Southwestern Community College District. Please do not hesitate to contact me should you wish to review any aspect of this proposal.

Very Truly Yours,

Richard Nowicki, AIA
Partner

REN/kim

On behalf of
Southwestern Community College District

Date:________________________
AS OF THIS POINT BACKUP MATERIAL ONLY
MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

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

SUBMITTED BY: Nicholas C.A. Alioto, CPA
    Vice President for Business and Financial Affairs

INITIATED BY: Henry Amigable, CCM
    Bond Program Director, Seville Construction Services, Inc.

SUBJECT: Award of RFP 109 NTD Architecture to provide Professional Design Services

RECOMMENDATION

Recommend contracting with NTD Architecture from RFP 109 for professional design services to investigate and document design standards for Southwestern Community College District's campuses, in the amount of $73,350, and authorize the Superintendent/President to sign the agreement and any future agreements that may occur.

OVERVIEW

On June 30, 2010, the District requested and received three cost proposals from a pool of shortlisted Architectural firms from Request for Proposal (RFP) No. 109 for firms to provide design standards that will become the foundation for architects and engineers to use when designing projects for the District. The standards will identify typical classroom configurations that would address technology, lighting, electrical and space allocations for classroom space. This effort will reduce cost associated with design and will also ensure continuity of design throughout the District. After a thorough review of proposals, NTD Architecture is being recommended to provide these services.

FISCAL IMPACT/ACCOUNT

NTE $73,350 Cost to the District/Account No. 5-45123-718602-970 (Proposition R Program Funds)

HA:vs
Southwestern Community College District
Business, Operations & Facilities Planning
Recommendation of Award of RFP

Governing Board Meeting Date: August 11, 2010
Award of RFP No.109

Title of Bid: Southwestern Community College District Design Standards

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Cost Proposal</th>
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<tbody>
<tr>
<td>NTD Architecture</td>
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<tr>
<td>tBP Architect</td>
<td>$77,032</td>
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<tr>
<td>LPA, Inc.</td>
<td>$96,768</td>
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</table>

**Bolded text indicates recommended awarding firms.**

Rejected Bids:

| N/A |

On June 30, 2010, the District received a total of three cost proposals from a pool of shortlisted Architectural firms from Request for Proposal No. 109. After careful review, NTD Architecture is being recommended for award to provide the above services. The Board previously awarded RFP No. 109 on April 14, 2009. These services will be funded by Proposition R.

Henry Amigable, CCM
Bond Program Director
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown, P.E.
Director of Facilities, Operations, and Planning

SUBJECT: Amendment No. 1 to Agreement No. A2947.10 with gkkworks

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. A2947.10 with gkkworks, for construction management at-risk services on the “Re-roofing of Various Buildings and Walkways” project, for the period April 15, 2010 to September 15, 2010, inclusive, in an amount not to exceed $609,348.

RATIONALE FOR RATIFICATION

The Governing Board approved Agreement No. A2947.10 on April 14, 2010.

This amendment reflects the processing of the Guaranteed Maximum Construction Cost (GMCC) for the project. This ratification is in accordance with Education Code 81655 and completes action delayed due to the resignation of the former Superintendent/President and Vice President for Business and Financial Affairs.

OVERVIEW

The agreement with gkkworks will provide professional construction management at-risk services including pre-construction services, trade contractor bidding and contracting, building construction, building commissioning, and project close-out for the “Re-roofing of Various Buildings and Walkways” project.
Construction management at-risk contracts are assigned previously bid trade contracts through novated agreements. The assignment of the trade contracts and the associated costs are accomplished through amendment of the agreement. This amendment assigns trade contracts to the construction manager at-risk, adjusting the Guaranteed Maximum Construction Cost (GMCC) to include the trade contracts. The construction management at-risk contract must then be amended to reflect the general conditions, percentage fee, and contingency based on the final trade contract prices. This amendment is made in accordance with the original contract’s terms and conditions. This project will be funded by Proposition AA.

FISCAL IMPACT/ACCOUNT

NTE $609,348 Cost to the District/Account Nos.:
0-46210-718633-000 (Building 560 – Proposition AA Funds)
0-46210-718632-000 (Building 550 – Proposition AA Funds)
0-46210-718628-000 (Building 440 – Proposition AA Funds)
0-46210-718618-000 (Building 220 – Proposition AA Funds)
0-46210-718617-000 (Building 210 – Proposition AA Funds)

JRB:mk
FIRST AMENDMENT
TO CONSTRUCTION MANAGEMENT SERVICES "AT-RISK" AGREEMENT
FOR THE
ROOFING UPGRADES TO BUILDINGS 440, 220, 550 AND WALKWAY UPGRADES
AT BUILDINGS 210, 450, 410, AND 550 PROJECT

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 13th
day of May, 2010, by and between the SOUTHWESTERN COMMUNITY COLLEGE
DISTRICT, (hereinafter referred to as the "District"), and GKKWORKS, as construction
manager (hereinafter referred to as the "CM").

RECITALS

WHEREAS, the District and the CM entered into a Construction Management
Services "At-Risk" Agreement, on or about April 15th, 2010 for the following project:
Reroofing of Various Buildings and Walkways (hereinafter referred to as the
"Project"); and

WHEREAS, Article 9.8 of the Agreement provides that the Agreement may only
be amended, altered or changed in writing signed by both the District and the CM; and

WHEREAS, the Article 6.2.4 of the Agreement provides for an amendment to
the Agreement setting forth the final Guaranteed Maximum Construction Cost ("GMCC")
and final Guaranteed Closing Date ("GCD"); and

WHEREAS, the District and CM desire to amend the Agreement to reflect the
final GMCC, pursuant to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises
and covenants contained herein, the receipt and sufficiency of which is hereby
acknowledged, the parties hereto agree as follows:

1. The District and CM mutually desire amend the April 15th, 2010
   Agreement as follows:
   a. The mutually agreed upon final GMCC shall be the amount of SIX
      HUNDRED NINE THOUSAND THREE HUNDRED FOURTY SEVEN AND 00/100 ($609,347.00),
      which consists of the total contract amounts of all of the Trade Contracts executed for
      the Project.
   b. Pursuant to Section 6.1 of the Agreement, this means that the CM’s
      total Contract Price shall consist of the following components: (a) a
      lump sum fixed fee of TWENTY FIVE THOUSAND ONE HUNDRED TWENTY SIX AND 65/100 DOLLARS ($25,126.65) for
construction management at risk services, plus (b) a not to exceed amount of FIVE HUNDRED TWO THOUSAND FIVE HUNDRED THIRTY THREE AND 00/100 DOLLARS ($502,533.00) for the completion of the Construction/Post phases of the Basic Services ("the Bid/Construction Price"); and (c) a not to exceed amount of EIGHTY ONE THOUSAND SIX HUNDRED EIGHTY EIGHT AND 00/100 DOLLARS ($81,688.00) for the costs of General Conditions at the Site during the Construction Phase of the Project ("the General Conditions Price").

c. The total Contract Price of the above components equals $699,347.00, which shall be the total compensation for the CM except as otherwise amended pursuant to the requirements of the Agreement.

d. The final GCD shall be August 31st, 2010.

2. This Amendment shall only be effective upon the execution by both the District and CM.

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

4. This Amendment shall affect only the items specifically referred to herein, and all other terms and conditions of the April 15th, 2010 Agreement between the District and the CM shall remain in full force and effect.

By: Kenneth Buck
Title: Director
Date: ____________________________

By: Denise Whittaker
Title: Interim Superintendent/President
Date: ____________________________

Approved as to form by the office of the Purchasing, Contracting & Central Services Director Amendment No. 1-40
Approval No.: A-2947.10
Date: 5/16/14

Originator: Robert J. Temple
Interim Vice President for Business and Financial Affairs

Account Nos.:
0-46210-718632-000 (Building 550 - Proposition AA Funds)
0-46210-718628-000 (Building 440 - Proposition AA Funds)
0-46210-718618-000 (Building 220 - Proposition AA Funds)
0-46210-718617-000 (Building 210 - Proposition AA Funds)
0-46210-718625-000 (Building 410 - Proposition AA Funds)
0-46210-718651-000 (Building 450 - Proposition AA Funds)
AS OF THIS POINT BACKUP MATERIAL ONLY
MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Nicholas C.A. Alioto, CPA  
Vice President for Business and Financial Affairs

INITIATED BY: Henry Amigable, CCM  
Bond Program Director, Seville Construction Services, Inc.

SUBJECT: Agreement with gkkworks

RECOMMENDATION

Approve Agreement No. A2947.10 with gkkworks to provide professional construction management at risk services for roofing upgrades to buildings 440, 200, 550; walkway upgrades to buildings 210, 450, 410, and 550, building 550 classrooms and 560 faculty offices, National City Higher Education Center facility upgrades, and the widening of Gotham Road for the period April 15, 2010 to December 31, 2011, inclusive, in an amount not to exceed general conditions cost of $207,795, preconstruction cost of $51,148, and $70,000 for construction management services cost. This will be funded by Proposition AA.

OVERVIEW

In building 550, classroom 554 will be converted into a Child Development classroom to include support facilities in order to serve the needs of the existing program. In addition, building 560 will receive tenant improvements to accommodate additional offices and facility needs. The Higher Education Center at National City will receive tenant and parking garage improvements due to facility needs and an agreement with the National City Council. Lastly, the widening of Gotham Road will provide ease of traffic and lessen road deterioration from buses. The agreement with gkkworks will provide construction management at risk services, which will include project oversight, cost control, schedule control and owner acceptance of each project. gkkworks was selected during RFP No. 111 on March 10, 2010 and the fees were based on a negotiated process.
FISCAL IMPACT/ACCOUNT

NTE general conditions of $207,795, preconstruction of $51,148, and $70,000 for construction management services Cost to the District/Account No.
0-46210-718632-000 (Building 550 - Proposition AA Funds)
0-46210-718633-000 (Building 560 - Proposition AA Funds)
0-46210-718642-000 (Gotham Road Widening - Proposition AA Funds)
0-46210-718628-000 (Building 440 - Proposition AA Funds)
0-46210-718618-000 (Building 220 - Proposition AA Funds)
0-46210-718617-000 (Building 210 - Proposition AA Funds)
0-46210-718649-000 (Building 590 - Proposition AA Funds)
0-46210-718632-000 (Building 550 - Proposition AA Funds)
0-46210-718625-000 (Building 410 - Proposition AA Funds)
0-46210-718651-000 (Building 450 - Proposition AA Funds)
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown, P.E.
Director of Facilities/Operations, and Planning

SUBJECT: Amendment No. 2 to Agreement No. A2947.10 with gkkworks

RECOMMENDATION

Ratify Amendment No. 2 to Agreement No. A2947.10 with gkkworks, as it relates to the “Building 550 Classrooms & 560 Faculty Offices” project for construction management at-risk services, for the period April 15, 2010 to September 15, 2010, inclusive, in an amount not to exceed $260,585.

RATIONALE FOR RATIFICATION

The Governing Board approved Agreement No. A2947.10 on April 14, 2010.

This amendment reflects the processing of the Guaranteed Maximum Construction Cost (GMCC) for the project. This ratification is in accordance with Education Code 81655 and completes action delayed due to the resignation of the former Superintendent/President and Vice President for Business and Financial Affairs.

OVERVIEW

The agreement with gkkworks will provide professional construction management at-risk services including pre-construction services, trade contractor bidding and contracting, building construction, building commissioning, and project close-out for the “Building 550 Classrooms & 560 Faculty Offices” project.
Construction management at-risk contracts are assigned previously bid trade contracts through novated agreements. The assignment of the trade contracts and the associated costs are accomplished through amendment of the agreement. This amendment assigns trade contracts to the construction manager at-risk, adjusting the Guaranteed Maximum Construction Cost (GMCC) to include the trade contracts. The construction management at-risk contract must then be amended to reflect the general conditions, percentage fee, and contingency based on the final trade contract prices. This amendment is made in accordance with the original contract’s terms and conditions. This project will be funded by Proposition AA.

FISCAL IMPACT/ACCOUNT

NTE $260,585 Cost to the District/Account No.:
0-46210-718633-000 (Building 560 – Proposition AA Funds)
0-46210-718632-000 (Building 550 – Proposition AA Funds)

JRB:mk
SECOND AMENDMENT
TO CONSTRUCTION MANAGEMENT
SERVICES "AT-RISK" AGREEMENT
FOR THE
BUILDINGS 550 CLASSROOMS &
560 FACULTY OFFICES

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 27th
day of August, 2010, by and between the SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT, (hereinafter referred to as the "District"), and GKKWORKS, as
construction manager (hereinafter referred to as the "CM").

RECEITALS

WHEREAS, the District and the CM entered into a Construction Management
Services "At-Risk" Agreement, on or about April 15th, 2010 for the following project:
Buildings 550 Classrooms & 560 Faculty Offices (hereinafter referred to as the
"Project"); and

WHEREAS, Article 9.8 of the Agreement provides that the Agreement may only
be amended, altered or changed in writing signed by both the District and the CM; and

WHEREAS, the Article 6.2.4 of the Agreement provides for an amendment to
the Agreement setting forth the final Guaranteed Maximum Construction Cost ("GMCC")
and final Guaranteed Closing Date ("GCD"); and

WHEREAS, the District and CM desire to amend the Agreement to reflect the
final GMCC, pursuant to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises
and covenants contained herein, the receipt and sufficiency of which is hereby
acknowledged, the parties hereto agree as follows:

1. The District and CM mutually desire amend the April 15th, 2010
   Agreement as follows:

   a. The mutually agreed upon final GMCC shall be the amount of TWO
      HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY FIVE
      AND 00/100 DOLLARS ($260,585.00), which consists of the total
      contract amounts of all of the Trade Contracts executed for the
      Project.

   b. Pursuant to Section 6.1 of the Agreement, this means that the CM's
      total Contract Price shall consist of the following components: (a) a
      lump sum fixed fee of NINE THOUSAND FIVE HUNDRED
      SIXTEEN AND 00/100 DOLLARS ($9,516.00) for construction
management at risk services, plus (b) a not to exceed amount of ONE HUNDRED NINETY FOUR THOUSAND THREE HUNDRED THIRTY ONE AND 00/100 DOLLARS ($194,331.00) for the completion of the Construction/Post phases of the Basic Services ("the Bld/Construction Price"); and (c) a not to exceed amount of FIFTY SIX THOUSAND SEVEN HUNDRED THIRTY EIGHT AND 00/100 DOLLARS ($56,738.00) for the costs of General Conditions at the Site during the Construction Phase of the Project ("the General Conditions Price").

c. The total Contract Price of the above components equals $260,685.00 which shall be the total compensation for the CM except as otherwise amended pursuant to the requirements of the Agreement.

d. The final GCD shall be September 15th, 2010.

2. This Amendment shall only be effective upon the execution by both the District and CM.

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

4. This Amendment shall affect only the items specifically referred to herein, and all other terms and conditions of the April 15th, 2010 Agreement between the District and the CM shall remain in full force and effect.

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: Raj K. Chopra, Ph.D.
Name: Raj K. Chopra, Ph.D.
Title: Superintendent/President
Date: 11-24-10

GKKWORKS

By: Kenneth Buck
Name: Kenneth Buck
Title: Director
Date: 12-18-10

Originator: Nicholas C.A. Allato, Vice President for Business and Financial Affairs.

Account No.:
0-46210-718633-000 (BuildCng 550 - Proposition AA Funds)
0-46210-718633-000 (BuildCng 560 - Proposition AA Funds)
AS OF THIS POINT BACKUP MATERIAL ONLY
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: Nicholas C.A. Alioto, CPA
Vice President for Business and Financial Affairs

INITIATED BY: Henry Amigable, CCM
Bond Program Director, Seville Construction Services, Inc.

SUBJECT: Agreement with gkworks

RECOMMENDATION

Approve Agreement No. A2947.10 with gkworks to provide professional construction management at risk services for roofing upgrades to buildings 440, 200, 550; walkway upgrades to buildings 210, 450, 410, and 550, building 550 classrooms and 560 faculty offices; National City Higher Education Center facility upgrades, and the widening of Gotham Road for the period April 15, 2010 to December 31, 2011, inclusive, in an amount not to exceed general conditions cost of $207,795, preconstruction cost of $51,148, and $70,000 for construction management services cost. This will be funded by Proposition AA.

OVERVIEW

In building 550, classroom 554 will be converted into a Child Development classroom to include support facilities in order to serve the needs of the existing program. In addition, building 560 will receive tenant improvements to accommodate additional offices and facility needs. The Higher Education Center at National City will receive tenant and parking garage improvements due to facility needs and an agreement with the National City Council. Lastly, the widening of Gotham Road will provide ease of traffic and lessen road deterioration from buses. The agreement with gkworks will provide construction management at risk services, which will include project oversight, cost control, schedule control and owner acceptance of each project. gkworks was selected during RFP No. 111 on March 10, 2010 and the fees were based on a negotiated process.
FISCAL IMPACT/ACCOUNT

NTE general conditions of $207,795, preconstruction of $51,148, and $70,000 for construction management services Cost to the District/Account No.
0-46210-718632-000 (Building 550 - Proposition AA Funds)
0-46210-718633-000 (Building 560 - Proposition AA Funds)
0-46210-718642-000 (Gotham Road Widening - Proposition AA Funds)
0-46210-718628-000 (Building 440 - Proposition AA Funds)
0-46210-718618-000 (Building 220 - Proposition AA Funds)
0-46210-718617-000 (Building 210 - Proposition AA Funds)
0-46210-718649-000 (Building 590 - Proposition AA Funds)
0-46210-718632-000 (Building 550 - Proposition AA Funds)
0-46210-718625-000 (Building 410 - Proposition AA Funds)
0-46210-718651-000 (Building 450 - Proposition AA Funds)
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown, P.E.
Director of Facilities Operations, and Planning

SUBJECT: Ratification of Amendment No. 1 to Agreement No. A2066.07
BCA Architects, Inc. for Architectural Design Services
Snack Bar/Café Project

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. A2066.07 with BCA Architects, Inc. (BCA) as it relates to the “Snack Bar/Café” project, for professional architectural design services, inclusive, in an amount not to exceed $283,469, plus $13,000 for direct expenses, including the original contract of $50,000, for a new contract total, inclusive, in an amount not to exceed $346,469.

RATIONALE FOR RATIFICATION

On May 9, 2007 the Governing Board approved Agreement No. A2066.07 but limited the expenditure to $50,000. Staff provided direction for BCA to proceed and complete design on the “Snack Bar/Café” portion of the project in order to meet critical construction scheduling. The recommended ratification action completes the requirement in accordance with Education Code 81655 to ratify the signed contract and fee.

OVERVIEW

The original contract for this project was signed by former Interim Superintendent/President on May 10, 2007. The agreed upon contract design fees are based on ten percent cost of construction.

This ratification incorporates the architect’s fee for the design of the “Snack Bar/Café” based on the percentage of the bid construction cost and provides for modification of the bid packages to accelerate the construction services in order to not impact the academic calendar for the “Snack Bar/Café” portion of the project. Demolition work of the old snack bar was bid separately in order to accomplish this disruptive work during the summer. The fee is computed in accordance
with the original agreement’s terms and conditions. It also includes cost to cover the anticipated increase in construction cost due to current cost projections.

BCA Architects, Inc. provides professional architectural design services and construction documents for the “Snack Bar/Café” project. BCA Architects, Inc. has relevant project experience in similar size, scope, and complexity. This project will be funded by Proposition AA.

FISCAL IMPACT/ACCOUNT

NTE $346,469 Cost to the District/Account No.: 0-45123-718647-000 (Snack Bar/Café – Proposition AA Funds)

JRB:nk
Southwestern Community College District
Amendment to Agreement No. A2066.07

With
BCA Architects, Inc.

Amendment No. One (1)

Southwestern Community College District and BCA Architects, Inc. entered into an Agreement No. A2066.07 on May 10, 2007.

This amendment reflects the processing of the architect’s percentage of the bid construction cost for the project. Multiple bid packages further adjusted the percentage of fees owed on the bid construction cost. This amendment is made in accordance with the original agreement’s terms and conditions. It also includes cost to cover the anticipated increase in construction cost due to current cost projections.

Amendment No. 1 will increase the architectural fee for services with BCA Architects, Inc., in the amount of $283,469, plus $13,000 for direct expenses, for a new contract amount of $346,469.

No Further Modifications Have Been Made To This Agreement

Southwestern Community College District

BCA Architects, Inc.

Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Paul Bunton
President
505 South Market Street
San Jose, CA 95113

Originator: Robert J. Temple, Interim Vice President for Business and Financial Affairs
Account No.: 0-45123-718647-000 (Snack Bar/Cafe – Proposition AA Funds)
AS OF THIS POINT BACKUP MATERIAL ONLY
CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is entered into this 10th day of May, 2007, between the
Southwestern Community College District, California, hereinafter referred to as the
"District," and Bunton, Clifford Associates, Inc. (BCA), whose key personnel are architects
licensed to practice in the State of California, hereinafter called the "Architect.

WHEREAS, the District intends to construct the Project ("Project") described as follows:

Southwestern College Cafeteria Remodel and New Snack Bar

WHEREAS, The Architect represents that he/she is fully licensed, qualified and willing
to perform the services required by this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:


The District hereby employs the Architect pursuant to Government Code section 53060
to perform the necessary professional services, including but not limited to those hereinafter
set forth in connection with the above-described Project. Architect shall name a specific
person as Project Architect, subject to approval of the District. The Project Architect shall
maintain personal oversight of the Project, and act as principal contact with the District, the
contractor, Architect's consultants, engineers and inspectors on the Project. Any change by
Architect of the Project Architect shall be subject to approval by the District.


The Architect hereby accepts said employment and agrees to perform all the necessary
professional architectural, engineering and construction administration services in a
professional manner, consistent with the standards of the industry, including the following:

(a) Communication with District. Participation in all consultations and conferences
with authorized representatives of the District and/or other local, regional, or state agencies
concerned with the Project necessary for the development of the drawings, specifications, and
documents in accordance with the applicable standards and requirements of law and the
District. Such consultations and conferences shall continue through the planning and
construction of the Project. Architect shall only take direction from staff specifically designated
by District (the "District Representative"). The District Representative for the Project shall be
John Wilson. The District hereby certifies that the District Representative has been duly
authorized by the Governing Board of the District to represent the District on Project.

(b) Hiring of Consultants and Personnel.

(i) Architect shall have the option, unless given written objection of the District,
to employ at his expense architects, engineers, or other persons, qualified
and licensed, to render services in connection with the planning and/or
administration of the Project, and to delegate to them such duties as he may
delegate without relieving himself from administrative or other responsibility
under this Agreement. Architect shall be responsible for the coordination and
cooperation of Architect's consultants. Architect shall notify District of the identity of all consultants prior to their commencement of work.

(ii) All engineers, experts and consultants retained by Architect in performance of this Agreement shall be licensed to practice in their respective professions, where required by law.

(iii) Architect shall prompt obtain written District approval of assignment and/or reassignment or replacement of such engineers or consultants or of other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by District. The District shall not unreasonably withhold approval.

(iv) Draftsmen and other clerical personnel shall be retained by Architect at Architect's sole expense.

(c) Initial Planning Phase of Project.

(i) Provide advice and assistance to District in determining the feasibility of the Project, the type and quality of materials and construction to be selected, the site location and other initial planning matters.

(ii) Architect shall advise District in securing easements, encroachment permits, coordination with utilities, rights of way, dedications, coordination with adjacent property owners, infrastructure, and road improvements.

(d) Schematic and Design Development Phase of Project.

(i) On specific written approval by the District of the plans described in subdivision (c) of this Article, the Architect shall provide a site plan and other Project-related information necessary and required for an application by the District to any local, regional, State, or Federal agency for funds to finance the construction Project.

(ii) The Architect shall prepare a detailed written statement of estimated construction costs and a written time schedule for the performance of the Architect's work on the Project. The purpose of the cost estimate is to show probable cost in relation to the District's budget. If Architect perceives site considerations, which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to District immediately.

(iii) The Architect shall provide, at District expense, two (2) complete sets of the schematic plans described in section (d) for District review and approval. Additionally, at District expense, the Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with the Project, including, but not limited to the Division of State Architect, and any other appropriate federal, State, local, or regional regulatory bodies. Any additional copies required shall be provided per Article 4.

(iv) Architect shall provide a timetable of Project to District;
(v) The Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies and shall furnish (per paragraph d(iii) above) and process all architectural and engineering information required to prepare and process applications to applicable utilities and governmental agencies for the securing of priorities, materials, or funds as an aid in the construction of the Project and obtain final Project approval and acceptance by said agencies as required.

(vi) The Architect shall provide design presentation drawings including a color schedule of all materials and selections of materials, finishes, and other matters involving an aesthetic decision of the Project for presentation to the governing board of the District for review and approval.

(e) Building Permits and Conformity To Legal Requirements.

(i) The Architect shall identify all governmental agencies having jurisdiction over construction Project. The Architect shall cause drawings and specifications to conform to applicable requirements of law, local, regional, and State, and to requirements of public authorities and bodies formed under local, regional, State, or federal law, including, but not limited to, the Division of State Architect (structural safety, fire/day-safety, and access compliance section), the State Department of Education, local or regional planning agencies, Cal Trans, and the U.S. Fish and Wildlife Service, whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval in accordance with paragraph (d)(iii) of this Article.

(ii) Architect will use reasonable professional efforts to interpret applicable ADA requirements and California accessibility regulations as they apply to the Project and to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of District.

(f) Working Drawings and Specifications.

(i) On specific written approval by the District of the plans described in subdivision (d) of this Article, the Architect shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of work. The drawings and specifications shall set forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical system and utility service connection equipment and site work. It shall be District's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in the District's possession. The Architect shall be entitled to rely upon this information as accurate and complete. However, if the Architect believes that the information is inaccurate or incomplete, Architect shall promptly notify the District. District shall also make a good faith effort to
verify the accuracy of the as-built drawings and provide any supplemental information to Architect, which may not be shown on the as-built drawings.

The completed working drawings and specifications must be in such form as will enable the Architect and the District to secure the required permits and approvals by public authorities and for the District to obtain by competitive bidding a responsible bid that does not exceed the District's established budget. The drawings shall be clear and legible so that uniform copies may be obtained from them. The specifications shall be typed on letter size paper properly indexed and numbered and shall be capable of being clearly copied and assembled in a professional manner by Architect.

(ii) District shall review, study and check the drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of such plans by the Governing Board of the District, subject to the approval of the Division of the State Architect. Architect shall, at no additional cost, make minor District-requested revisions in the drawings and specifications so long as they are not a change in project program, in conflict with the requirements of public agencies having jurisdiction, prior approvals, inconsistent with prior District direction, or inconsistent with Architect's professional judgment. The parties hereto agree that the Architect and not the District possesses the requisite expertise to determine the constructability of the drawings and specifications. The District's review and approval of the drawings shall not be conclusive of the constructability of the plans and shall not in any way limit Architect's liability if any portion of the drawings and specifications are defective.

(iii) It is understood by the Architect that during the Schematic Design phase, the District shall specify the sum of money set aside to cover the total cost of the construction of the work exclusive of Architect's fees, and the Architect agrees to develop the plans so that the total construction cost to the District will not exceed the specified sum. Architect shall endeavor in so doing, to keep the actual cost of the work as low as may be consistent with the purpose of the buildings and with proper workmanship and materials. Should it become evident that the total construction cost will exceed the specified sum, the Architect shall at once present a statement in writing to the District Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that such statement is not filed and bids received by the District from contractors for the construction of the work indicate that they cannot be constructed in accordance with the plans and specifications furnished by the Architect for the specified sum, the Architect shall, if requested by the District, and without extra compensation therefore, so revise the plans and specifications for the work that the construction may be completed for the total cost which does not exceed the specified sum or so that certain portions of the Project may be omitted, deferred or separately bid.

(iv) The Architect shall provide at District expense two (2) complete sets of the final working drawings and specifications described in section (f)(i), for District review and approval. Additionally, at District expense, the Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with the Project, including, but not limited to the
(g) **Construction Contract Documents.** If so required by District, Architect shall assist District in the completion of construction documents, including but not limited to Advertisement for Bids, Information for Bidders, Bid Forms, Bonds, General Conditions, Special Conditions, Agreement, documents required to comply with Disabled Veteran Business Enterprise preferences, if required, affirmative action documents, or any other documents required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District and District's counsel. At the time of delivery of the aforementioned construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Final Estimate").

(h) **Bid Phase.**

(i) Following District's approval of the Construction Documents and Final Estimate, Architect shall provide to District at District expense, sets of Construction Documents in adequate number for bidding purposes. Architect shall assist District notifying potential interested parties to obtain the copies of Construction Documents and in obtaining bids on the Project and awarding the contract.

(ii) Architect shall assist District, if so requested, in prequalifying bidders pursuant to Public Contract Code.

(iii) If the low responsive bid (responsive bid is defined as a minimum of four bidders) on the Project exceeds the project construction budget by ten percent (10%), District may request Architect to amend the final drawings and specifications to rebid the Project so that bids are within ten percent (10%) of the Final Estimate. At the request of District, Architect shall provide working drawings and specifications, which include alternate bids as deemed advisable by the District.

(i) **Observation of Project.** Observation of the work executed from the final working drawings and specifications shall be in person by the Architect, provided that the District may in its discretion consent to such observation by a competent representative of the Architect. The Architect's responsibility shall include the preparation of all documents and/or drawings made necessary by errors in the originally approved drawings or specifications.

(j) **Construction of Project.** The Architect shall provide general administration of the Construction Documents, including, but not limited to the following:

(i) Architect shall conduct a pre-construction meeting with all interested parties.

(ii) Site visits to observe contractor's work and for general conformance with the plans and specifications and that work is progressing in accordance with the Construction Documents and contractor's schedule.

(iii) Site visits to communicate and monitor the activities of the Project inspector employed by District. Architect shall monitor the inspector and contractor's
recording and preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines. Said drawings shall be reviewed by the Architect before being forwarded to District upon completion of the Project.

(iv) Cause engineers and other consultants as may be hired by Architect pursuant to subdivision (b) of this Article, to observe the work completed under their engineering disciplines, and review all test results for general conformance with the original approved documents for their portion of the Project.

(v) Make regular reports as may be required by the applicable local, regional and state agencies;

(vi) Provide written reports to the District after each construction meeting to keep District informed of the progress of the work.

(vii) Make written reports to the District as necessary to inform District of problems arising during construction, changes contemplated as a result of the problem and progress of work.

(viii) Monitor construction progress and time schedules and inform contractor and District of any observed conditions, which could delay timely completion of Project.

(ix) Check and process all required material and test reports and report to the Division of the State Architect, the Contractor and the District any deficiencies in material as reflected by those reports with recommendation for corrections of such deficiencies.

(x) Review in a timely manner schedules and shop drawings, samples, and other submissions of the contractor for compliance with design and specifications;

(xi) Reject work or materials, which do not conform to the Construction Documents and notify District of such rejection.

(xii) Consult with District with regard to substitution of materials, equipment, and the laboratory reports thereof prior to the final approvals of such substitutions by the District in writing;

(xiii) Advise District in writing of any material change, or changes, necessary in the plans and specifications of the Project. Architect shall not order contractors to make any changes affecting contract price without approval by the District of a written change order, pursuant to the terms of the Construction Documents. The Architect may order on his or her own responsibility and pending the Board's approval, changes necessary at the time to meet construction emergencies if written approval of the District Representative is first secured;

(xiv) Examine, verify, and approve contractors' applications for payment and issue certificates for payment in amounts approved by Inspector;

Agreement Approval No.: A2066.07
Governing Board Approved: May 9, 2007
(xv) Coordinate final color and product selection with District's original design concept.

(xvi) Determine date of substantial completion;

(xvii) After determining the Project is substantially complete, the Architect shall inspect the Project and provide the District and contractor a written list of all deficiencies, including minor items ("punch-list items"). Architect shall notify Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the project.

(xviii) Review contractor's written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the contractors and subcontractors;

(xix) Make any further inspections of Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

(xx) Cause engineers and other consultants, as may be hired by Architect pursuant to subdivision (b) of this Article, to file required documentation with governmental authorities necessary to close-out Project.

(xxii) Provide advice to District on apparent deficiencies in construction during one-year warranty period following acceptance of work.

(k) Additional Services of Architect. At District request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. District may agree to pay Architect for such services, pursuant to Article 4 subdivision (c) hereof, if such services cause Architect additional expense and are necessitated due to unusual circumstances and through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless District and Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such services may include, but shall not be limited to:

(i) Plan preparation and/or administration of work on portions of the Project separately bid;

(ii) Assistance to District, if requested for the selection of moveable furniture, equipment or articles which are not included in Construction Documents;

(iii) Services caused by delinquency, default or insolvency of contractor or by major defects in the work of the contractor in the performance of the construction contract;

(iv) Revisions in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the District and due to causes beyond the control of Architect;

(v) Serving as an expert witness on District's behalf;
(vi) Supervision of repair of damages to structure.

(vii) Work required to obtain any local discretionary approvals (i.e., conditional use permits, etc.)

(viii) Revisions in drawings, specifications, or other documents and additional meetings that may be required as a result of errors, omissions, or revisions caused by consultants to the District.

(ix) Work required prior to receiving contractor bids to modify plans and specifications in order to bring construction cost within project budget, or other “value engineering” efforts.

(x) Provision of electronic files of construction documents.

(xi) Programming beyond three initial scoping meetings.

(xii) Preparation of Additive, deductive, or “zero-cost” change orders.

**Article 3. District Responsibilities.**

The District’s responsibilities shall include the following:

(a) Make available to the Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.

(b) Depending upon the scope of the Project, furnish Architect with, or direct Architect to procure at District expense, a survey of the Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site and any other such pertinent information. District shall also provide a soils investigation report and a geological report, if required by law.

(c) Appoint and pay an Inspector as provided by State law. Said Inspector shall be qualified and approved by the Division of State Architect and shall be under direction of the Architect and responsible to, and act in accordance with the policies of the District. The administration by the Architect and his or her engineers shall be in addition to the continuous personal supervision of the District’s Inspector.

(d) Assist Architect in the distribution of plans to bidders and conduct the opening of bids on the Project, if applicable.

(e) Conduct chemical, mechanical, or other tests required for proper design of the Project. Furnish such surveys, borings, test pits and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.
(f) Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

(g) Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.

(h) Designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents. Such person or persons shall assist Architect in making inspections and preparing the list of deficiencies required by subdivision (j) paragraph (xvii) of Article 2 hereof and accompany Architect and contractor on the final inspection.

(i) Review all documents submitted by Architect, including change orders and other matters requiring Governing Board approval or approval of District officials. Advise Architect of decisions pertaining to such documents within a reasonable time after submission.

(j) Notify Architect in writing if any deficiencies in material or workmanship become apparent during contractor's warranty period.


(a) Basic Services.

The District shall pay to the Architect for the performance of all services rendered herein a fee equal to ten percent (10%) of cost of construction, billed hourly, for all work designed as contracted between the District and the contractor plus the value of any deductive bid alternates accepted by the District, or additive bid alternates not accepted by the District. The initial design development for this project is not to exceed Fifty thousand dollars ($50,000) billed hourly. See Schedule A. Hourly fees paid towards the design of this project will be credited to the total fee for the project. The cost of the construction shall mean the cost to the District of the contractor's bid for the Project accepted by District plus the value of any deductive bid alternates accepted by the District, or additive bid alternates not accepted by the District, and any additive change order items agreed to by the District and the contractor. In the case of Construction Management multi-prime project delivery, construction cost shall include all CM fees, general conditions, bonding, overhead and profit.

(b) Payment for Additional Services.

The Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by the District's Governing Board:

(i) Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee based on the Architect's Fee Schedule.

(ii) For services in addition to the basic services of Architect set forth in Article 2 hereof, a fee to be agreed upon by the parties in writing prior to performance of such services by Architect, which fee may be a fixed amount or Architect's standard hourly rates. For services in addition to the basic services of
architects consultants shall be paid at a multiple of 1.5 times the amount billed to the Architect for services.

(c) Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for basic and additional services (as set forth in Articles 2 (I) and 4 (b), above) and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses and will be reimbursed to the Architect by the District at 1.10 times actual cost:

(i) Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, construction and bidding, in excess of those set forth elsewhere in this contract.

(ii) Expense of additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that stipulated in Article 12 and normally carried by the Architect and Architect’s consultants.

(iii) Expense of reproduction of District provided Record Drawings and As-Builts of existing facilities if required by the Architect in the performance of this contract.

(e) Multiple Bid Packages.

(i) If the District decides to utilize Construction Management and/or Multiple Prime Construction, the Architectural fee shall be increased an amount equal to three-fourths of a percentage (.75%) of the cost of work, defined as all CM fees, general conditions, bonding, overhead and profit.

If so directed by the District as part of the preparation of contract documents, and before initial DSA submittal for approval, final working drawings and specifications shall be prepared so that portions of the work may be performed under separate construction contracts or that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred. Should direction be given after DSA approval of project, the Architectural fee shall be increased by an amount equal to one and one-fourths of a percentage (1.25%) of the cost of work.

(ii) Architect agrees to meet and coordinate with District's CM consultants, and to review documents proposed for use by the CM, including specification sections.

(iii) When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding including drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.

Agreement Approval No.: A2066.07
Governing Board Approved: May 9, 2007
Article 5. Payments to Architect.

(a) Architect's compensation shall be paid by District to Architect monthly in arrears incrementally within the following phases as follows based upon the percentage of work completed:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage of Total Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Schematic Design Phase</td>
<td>10% / 50%</td>
</tr>
<tr>
<td>2. Design Development Phase</td>
<td>15%</td>
</tr>
<tr>
<td>3. Construction Document Phase</td>
<td>40% / 35%</td>
</tr>
<tr>
<td>4. DSA Approval</td>
<td>5%</td>
</tr>
<tr>
<td>5. Bidding Phase</td>
<td>5%</td>
</tr>
<tr>
<td>6. Construction Phase (to substantial completion)</td>
<td>24%</td>
</tr>
<tr>
<td>7. DSA closeout</td>
<td>1%</td>
</tr>
</tbody>
</table>

Architect shall not receive final payment until completion of all Architect's required duties.

(b) In order to receive payment, Architect shall present to District an invoice for payment for approval by District's authorized representative designating services performed, method of computation of amount payable, and amount payable.

(c) Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.

(d) Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article 8 hereof.

Article 6. Instructions to Proceed.

The Architect is not to proceed with performance of any services under this Agreement without first securing written authorization from the District to do so.

Article 7. Time Schedule.

(a) Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

(b) Any delays in Architect's work because of the actions of the District or its employees, those in direct contractual relationship with District, by a governmental agency having jurisdiction over the Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Architect, shall be added to the time for completion of any obligations of Architect. District shall not be liable for damage to Architect on account of such delays.

(c) Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by Article 12, section (a) remain in effect during the requested additional period of time.
Article 8. Suspension, Abandonment, Termination.

(a) The District hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of such suspension, abandonment or termination, the Architect shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of this Agreement for services rendered up to the date of such suspension, abandonment, or termination. If the date of suspension, abandonment or termination occurs prior to the date of approval of preliminary studies or prior to the date of approval of the working drawings, such payments shall be the reasonable value of the services rendered up to the date of such suspension, abandonment, or termination less any payments theretofore made, as mutually determined between the District and the Architect, and the Architect hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such suspension, abandonment, or termination.

(b) If the Architect's services are suspended by the District, the District may require the Architect to resume services within ninety (90) days after written notice from the District. Upon payment of the amount required to be paid under this Article following the termination of this Agreement, the District shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to the District upon request and without additional compensation.

Article 9. Ownership of Documents.

All Documents, including drawings, specifications, and estimates, prepared pursuant to this Agreement shall be made available to the District for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project for which the Architect was originally retained. Nothing in this Section shall preclude the District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the Project site. The District shall indemnify and hold harmless the Architect for any claims, liabilities, damage, losses, costs, and reasonable attorney's fees and expenses that result from the use or modifications of the plans, record drawings, specifications, or estimates. This Section shall not be construed to transfer or waive the Architect's copyrights over these documents, including but not limited to, all common law, statutory, and other reserved rights.

Article 10. Indemnity.

Architect shall indemnify, and hold harmless District, the Governing Board of District, each member of the Board, and the District's officers, agents, and employees from claims arising out of the negligent acts, errors or omissions of the Architect, his subcontractors, or employees in the performance of responsibilities pursuant to this contract.

Article 11. Errors and Omissions.

The Architect may be held financially responsible for cost incurred by the District that result directly from the Architect's negligence in the performance of responsibilities pursuant to this contract. Additionally, the Architect may not be paid a fee for work required due to the Architect's negligence in the performance of responsibilities under this agreement.

Agreement Approval No.: A2066.07
Governing Board Approved: May 9, 2007
Article 12. Insurance.

(a) Architect shall maintain in full force and effect at its sole cost and expense from the time this Agreement is entered into until the date of acceptance of the work by District, insurance as set forth in this Article. All insurance provided for under this Article shall be with a carrier satisfactory to District. Prior to commencement of work, the Architect shall furnish to the District a certificate of insurance evidencing the above coverages. The District shall not be obligated to make any payment to Architect until after its receipt and acceptance of said certificate.

(i) Workers' compensation insurance as required by applicable laws, and employers liability insurance, with a limit of not less than $1,000,000.

(ii) Commercial general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than $1,000,000 per occurrence and $1,000,000 aggregate. Commercial general liability policies obtained and maintained by the Architect shall contain endorsements naming the District and other interested parties designated by the District as additional insured and shall include products-completed operation coverage as well as contractual liability coverage for liability assumed by Architect under this agreement.

(iii) Business automobile liability insurance for bodily injury and property damage. Such insurance shall extend to owned, non-owned, and hired automobiles used in the performance of this agreement. The limits of liability shall not be less than $1,000,000 per occurrence and shall name the District and other interested parties designated by the District as additional insured.

(ii) Professional liability insurance coverage of $1,000,000.00 per claim and the aggregate

(iii) If District requires Architect to obtain Project insurance, such insurance shall begin when construction begins at which time Architect shall provide evidence of the existence of such policy to District. The cost of such insurance shall be borne by the District.


Architect shall maintain records of direct personnel and reimbursable expenses pertaining to the extra and special services of this Project that are compensable by other than a flat rate. Architect shall maintain all records of accounts between District and contractor on a generally recognized accounting basis. Such records shall be available to the District or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.


Architect shall cooperate and consult with District in use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment and fixtures, roofing materials and floor covering. All such manufactured
items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.

Article 15. Limitations of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings are approved. Any subsequent construction at the site of this Project or at any other site in the District will be covered by and be the subject to a separate Agreement for architectural services by and between the District and the Architect chosen therefore by the District.


Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The mediation process shall provide that both parties select a disinterested third person mediator within a reasonable period of time, mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within the 15-day period, any party may petition the superior court of San Diego County to appoint the mediator.

Article 17. Compliance with the Laws.

Architect's work shall comply with and meet applicable requirements of federal, state, and local law, including, but not limited to the Uniform Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and applicable requirements prescribed by the California Department of General Services.

Article 18. Independent Contractor.

Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

Article 19. Successors in Interest and Assigns.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of his rights, burdens, duties or obligations without the prior written consent of the Governing Board of the District. Any attempted assignment without such consent shall be invalid.

Article 20. Asbestos Certification.

Architect shall certify pursuant to 40 CFR section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that contractors provide the District with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBM"s). This certification shall be part of the final Project submittal.

The following terms and conditions shall be applied to this Agreement:

(a) **Governing Law:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

(b) **Entire Agreement:** This Agreement with its exhibits supercedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

(c) **Severability:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void of unenforceable, the remaining provisions shall continue in full force and effect.

(d) **Non-Waiver:** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.

(e) **Supplemental Conditions:** Any supplemental conditions shall be attached an exhibit to this Agreement and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 10th day of May, 2007.

ARCHITECT:
BCA Architects

By: ________________________
Signature

Printed Name: PAUL C. BURTON
Title: PRESIDENT

DISTRICT:
Southwestern Community College District

By: ________________________
Signature

Printed Name: GREG R. SANDOVAL
Title: Interim Superintendent/President
<table>
<thead>
<tr>
<th>STAFF</th>
<th>HOURLY FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Owner Architect</td>
<td>$250.00</td>
</tr>
<tr>
<td>Principal Architect</td>
<td>$220.00</td>
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<tr>
<td>Sr  Associate Architect</td>
<td>$160 - $190</td>
</tr>
<tr>
<td>Sr  Project Planner</td>
<td>$165.00</td>
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<tr>
<td>Associate Architect</td>
<td>$125 - $140</td>
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<tr>
<td>Project Manager</td>
<td>$130.00</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$125.00</td>
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<tr>
<td>Senior Designer</td>
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<tr>
<td>Job Captain</td>
<td>$100.00</td>
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<tr>
<td>Project Designer III</td>
<td>$90.00</td>
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<tr>
<td>Project Designer II</td>
<td>$80.00</td>
</tr>
<tr>
<td>Project Designer I</td>
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<tr>
<td>Intern</td>
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<tr>
<td>Project Admin</td>
<td>$50 - $80</td>
</tr>
</tbody>
</table>

**Project Consultants**

Actual Fee + 15%

Fees are subject to change every January 1 of the New year

Agreement Approval No.: A2066.07
Governing Board Approved: ____________________________
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown, P.E.
Director of Facilities, Operations, and Planning

SUBJECT: Ratification of Amendment No. 2 to Agreement No. A2066.07
BCA Architects, Inc. for Architectural Design Services
Snack Bar/Café Project

RECOMMENDATION

Ratify Amendment No. 2 to Agreement No. A2066.07 with BCA Architects, Inc. (BCA) for additional architectural design services on the “Snack Bar/Café” project, inclusive, in an amount not to exceed $68,240, for a new contract total, in an amount not to exceed $414,710.

RATIONALE FOR RATIFICATION

On May 9, 2007 the Governing Board approved Agreement No. A2066.07. Staff provided direction for BCA to add additional services to the design contract. This action completes the requirement in accordance with Education Code 81655 to ratify the negotiated scope and fee of the amendment.

OVERVIEW

The original contract for this project was signed by former Interim Superintendent/President on May 10, 2007.

Additional services were added to the original scope of work due to District staff requests during 2009. The costs associated with this work were negotiated and agreed upon by District staff, in anticipation of adding these services by amendment. The amended work includes: design for a sewer lift station, additional design criteria and actions for LEED, geotechnical engineering, graphic design services, sliding door re-design, and additional menu design services.

June 8, 2011
BCA Architects, Inc. provides professional architectural design services and construction
documents for the "Snack Bar/Café" project. BCA Architects, Inc. has relevant project
experience in similar size, scope, and complexity. This project will be funded by Proposition
AA.

FISCAL IMPACT/ACCOUNT

NTE $68,240 Cost to the District/Account No.:
0-45123-718647-000 (Snack Bar/Café – Proposition AA Funds)

JRB:mk
Southwestern Community College District  
Amendment to Agreement No. A2066.07  
With  
BCA Architects, Inc.  

Amendment No. Two (2)  

Southwestern Community College District and BCA Architects, Inc. entered into an Agreement No. A2066.07 on May 10, 2007. Agreement No. A2066.07, Article 2. Section (k) allows for additional services to be rendered at the request of the Southwestern Community College District. 

The following additional services were added to the scope of work due to District requests:  

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASA #4 Design Sewer Lift Station</td>
<td>$4,400</td>
</tr>
<tr>
<td>ASA #5 LEED Design Fees</td>
<td>$46,700</td>
</tr>
<tr>
<td>ASA #6 Geotechnical Engineering</td>
<td>$3,450</td>
</tr>
<tr>
<td>ASA #7 Graphic Design Services</td>
<td>$3,900</td>
</tr>
<tr>
<td>ASA #8 Sliding Door Re-Design</td>
<td>$3,790</td>
</tr>
<tr>
<td>ASA #10R Additional Menu Design Services</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$68,240</strong></td>
</tr>
</tbody>
</table>

The costs associated with this work were negotiated in anticipation of adding these services by amendment. The District desires to add these additional services to Agreement No. A2066.07 as Amendment No. 2. 

Amendment No. 2 will increase the architectural fee for services with BCA Architects, Inc., in the amount of $68,240 for a new contract amount of $414,709.83. 

No Further Modifications Have Been Made To This Agreement

Southwestern Community College District  
BCA Architects, Inc.

Denise Whittaker  
Interim Superintendent/President  
900 Otay Lakes Road  
Chula Vista, CA 91910

Paul Bunton  
President  
505 South Market Street  
San Jose, CA 95113

Originator: Robert J. Temple, Interim Vice President for Business and Financial Affairs  
Account No.: 0-45123-718647-000 (Snack Bar/Cafe – Proposition AA Funds)

Approved as to form by the office of the  
Purchasing, Contracting & Central Services  
Director  
Amendment No. 2.  
Approval No.: A2066.07  
Date: 5/15/11
AS OF THIS POINT BACKUP MATERIAL ONLY
CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is entered into this 10th day of May, 2007, between the Southwestern Community College District, California, hereinafter referred to as the "District," and Burton, Clifford Associates, Inc. (BCA), whose key personnel are architects licensed to practice in the State of California, hereinafter called the "Architect."

WHEREAS, the District intends to construct the Project ("Project") described as follows:

Southwestern College Cafeteria Remodel and New Snack Bar

WHEREAS, The Architect represents that he/she is fully licensed, qualified and willing to perform the services required by this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:


The District hereby employs the Architect pursuant to Government Code section 53060 to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the above-described Project. Architect shall name a specific person as Project Architect, subject to approval of the District. The Project Architect shall maintain personal oversight of the Project, and act as principal contact with the District, the contractor, Architect's consultants, engineers and inspectors on the Project. Any change by Architect of the Project Architect shall be subject to approval by the District.


The Architect hereby accepts said employment and agrees to perform all the necessary professional architectural, engineering and construction administration services in a professional manner, consistent with the standards of the industry, including the following:

(a) Communication with District. Participation in all consultations and conferences with authorized representatives of the District and/or other local, regional, or state agencies concerned with the Project necessary for the development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue through the planning and construction of the Project. Architect shall only take direction from staff specifically designated by District (the "District Representative"). The District Representative for the Project shall be John Wilson. The District hereby certifies that the District Representative has been duly authorized by the Governing Board of the District to represent the District on Project.

(b) Hiring of Consultants and Personnel.

(i) Architect shall have the option, unless given written objection of the District, to employ at his expense architects, engineers, or other persons, qualified and licensed, to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as he may delegate without relieving himself from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and
cooperation of Architect's consultants. Architect shall notify District of the
identity of all consultants prior to their commencement of work.

(ii) All engineers, experts and consultants retained by Architect in performance
of this Agreement shall be licensed to practice in their respective professions,
where required by law.

(iii) Architect shall promptly obtain written District approval of assignment and/or
reassignment or replacement of such engineers or consultants or of other
staff changes of key personnel working on the Project. Any changes in
Architect's consultants and staff shall be subject to approval by District. The
District shall not unreasonably withhold approval.

(iv)Draftsmen and other clerical personnel shall be retained by Architect at
Architect's sole expense.

(c) Initial Planning Phase of Project.

(i) Provide advice and assistance to District in determining the feasibility of the
Project, the type and quality of materials and construction to be selected, the
site location and other initial planning matters.

(ii) Architect shall advise District in securing easements, encroachment permits,
coordination with utilities, rights of way, dedications, coordination with
adjacent property owners, infrastructure, and road improvements.

(d) Schematic and Design Development Phase of Project.

(i) On specific written approval by the District of the plans described in
subdivision (c) of this Article, the Architect shall provide a site plan and other
Project related information necessary and required for an application by the
District to any local, regional, State, or Federal agency for funds to finance
the construction Project.

(ii) The Architect shall prepare a detailed written statement of estimated
construction costs and a written time schedule for the performance of the
Architect's work on the Project. The purpose of the cost estimate is to show
probable cost in relation to the District's budget. If Architect perceives site
considerations, which render the Project expensive or cost prohibitive,
Architect shall disclose such conditions in writing to District immediately.

(iii) The Architect shall provide, at District expense, two (2) complete sets of the
schematic plans described in section (d) for District review and approval.
Additionally, at District expense, the Architect shall provide copies of such
documents as required by any State, federal, local, or regional agencies
concerned with the Project, including, but not limited to the Division of State
Architect, and any other appropriate federal, State, local, or regional
regulatory bodies. Any additional copies required shall be provided per
Article 4.

(iv) Architect shall provide a timetable of Project to District;
(v) The Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies and shall furnish (per paragraph d(iii) above) and process all architectural and engineering information required to prepare and process applications to applicable utilities and governmental agencies for the securing of priorities, materials, or funds as an aid in the construction of the Project and obtain final Project approval and acceptance by said agencies as required.

(vi) The Architect shall provide design presentation drawings including a color schedule of all materials and selections of materials, finishes, and other matters involving an aesthetic decision of the Project for presentation to the governing board of the District for review and approval.

(e) Building Permits and Conformity To Legal Requirements.

(i) The Architect shall identify all governmental agencies having jurisdiction over construction Project. The Architect shall cause drawings and specifications to conform to applicable requirements of law, local, regional, and State, and to requirements of public authorities and bodies formed under local, regional, State, or federal law, including, but not limited to, the Division of State Architect (structural safety, fire safety, safety, and accessibility compliance section), the State Department of Education, local or regional planning agencies, Cal Trans, and the U.S. Fish and Wildlife Service, whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval in accordance with paragraph (d)(iii) of this Article.

(ii) The Architect will use reasonable professional efforts to interpret applicable ADA requirements and California accessibility regulations as they apply to the Project and to inform the District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of the District.

(f) Working Drawings and Specifications.

(i) On specific written approval by the District of the plans described in subdivision (d) of this Article, the Architect shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of work. The drawings and specifications shall set forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical system and utility service connection equipment, and site work. It shall be District’s responsibility to supply the Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in the District’s possession. The Architect shall be entitled to rely upon this information as accurate and complete. However, if the Architect believes that the information is inaccurate or incomplete, the Architect shall promptly notify the District. District shall also make a good faith effort to

Agreement Approval No.: A2067.07
Governing Board Approved: May 9, 2007
verify the accuracy of the as-built drawings and provide any supplemental
information to Architect, which may not be shown on the as-built drawings.

The completed working drawings and specifications must be in such form as
will enable the Architect and the District to secure the required permits and
approvals by public authorities and for the District to obtain by competitive
bidding a responsible bid that does not exceed the District's established
budget. The drawings shall be clear and legible so that uniform copies may
be obtained from them. The specifications shall be typed on letter size paper
properly indexed and numbered and shall be capable of being clearly copied
and assembled in a professional manner by Architect.

(ii) District shall review, study and check the drawings and specifications
presented to it by Architect and make any necessary revisions or obtain
approval of such plans by the Governing Board of the District, subject to the
approval of the Division of the State Architect. Architect shall, at no additional
cost, make minor District-requested revisions in the drawings and
specifications so long as they are not a change in project program, in conflict
with the requirements of public agencies having jurisdiction, prior approvals,
inconsistent with prior District direction, or inconsistent with Architect's
professional judgment. The parties hereto agree that the Architect and not
the District possesses the requisite expertise to determine the constructability
of the drawings and specifications. The District's review and approval of
the drawings shall not be conclusive of the constructability of the plans and shall
not in any way limit Architect's liability if any portion of the drawings and
specifications are defective.

(iii) It is understood by the Architect that during the Schematic Design phase, the
District shall specify the sum of money set aside to cover the total cost of the
construction of the work exclusive of Architect's fees, and the Architect
agrees to develop the plans so that the total construction cost to the District
will not exceed the specified sum. Architect shall endeavor in so doing, to
keep the actual cost of the work as low as may be consistent with the
purpose of the buildings and with proper workmanship and materials. Should
it become evident that the total construction cost will exceed the specified
sum, the Architect shall at once present a statement in writing to the District
Representative setting forth this fact and giving a full statement of the cost
estimates on which the conclusion is based. In the event that such statement
is not filed and bids received by the District from contractors for the
construction of the work indicate that they cannot be constructed in
accordance with the plans and specifications furnished by the Architect for
the specified sum, the Architect shall, if requested by the District, and without
extra compensation therefore, so revise the plans and specifications for the
work that the construction may be completed for the total cost which does not
exceed the specified sum or so that certain portions of the Project may be
omitted, deferred or separately bid.

(iv) The Architect shall provide at District expense two (2) complete sets of the
final working drawings and specifications described in section (i)(i), for District
review and approval. Additionally, at District expense, the Architect shall
provide copies of such documents as required by any state, federal, local, or
regional agencies concerned with the Project, including, but not limited to the

Agreement Approval No.: A2066.07
Governing Board Approved: May 9, 2007
Division of State Architect, and any other appropriate federal, State, local, or regional regulatory bodies. Any additional copies required shall be provided per Article 4.

(g) **Construction Contract Documents.** If so required by District, Architect shall assist District in the completion of construction documents, including but not limited to Advertisement for Bids, Information for Bidders, Bid Forms, Bonds, General Conditions, Special Conditions, Agreement, documents required to comply with Disabled Veteran Business Enterprise preferences, if required, affirmative-action documents, or any other documents required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District and District's counsel. At the time of delivery of the aforementioned construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Final Estimate").

(h) **Bid Phase.**

(i) Following District's approval of the Construction Documents and Final Estimate, Architect shall provide to District at District expense, sets of Construction Documents in adequate number for bidding purposes. Architect shall assist District in notifying potential interested parties to obtain the copies of Construction Documents and in obtaining bids on the Project and awarding the contract.

(ii) Architect shall assist District, if so requested, in prequalifying bidders pursuant to Public Contract Code.

(iii) If the low responsive bid (responsive bid is defined as a minimum of four bidders) on the Project exceeds the project construction budget by ten percent (10%), District may request Architect to amend the final drawings and specifications to rebid the Project so that bids are within ten percent (10%) of the Final Estimate. At the request of District, Architect shall provide working drawings and specifications, which include alternate bids as deemed advisable by the District.

(i) **Observation of Project.** Observation of the work executed from the final working drawings and specifications shall be in person by the Architect, provided that the District may in its discretion consent to such observation by a competent representative of the Architect. The Architect's responsibility shall include the preparation of all documents and/or drawings made necessary by errors in the originally approved drawings or specifications.

(j) **Construction of Project.** The Architect shall provide general administration of the Construction Documents, including, but not limited to the following:

(i) Architect shall conduct a pre-construction meeting with all interested parties.

(ii) Site visits to observe contractor's work and for general conformance with the plans and specifications and that work is progressing in accordance with the Construction Documents and contractor's schedule.

(iii) Site visits to communicate and monitor the activities of the Project inspector employed by District. Architect shall monitor the inspector and contractor's
recording and preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines. Said drawings shall be reviewed by the Architect before being forwarded to District upon completion of the Project.

(iv) Cause engineers and other consultants as may be hired by Architect pursuant to subdivision (b) of this Article, to observe the work completed under their engineering disciplines, and review all test results for general conformance with the original approved documents for their portion of the Project.

(v) Make regular reports as may be required by the applicable local, regional and state agencies;

(vi) Provide written reports to the District after each construction meeting to keep District informed of the progress of the work.

(vii) Make written reports to the District as necessary to inform District of problems arising during construction, changes contemplated as a result of the problem and progress of work.

(viii) Monitor construction progress and time schedules and inform contractor and District of any observed conditions, which could delay timely completion of Project.

(ix) Check and process all required material and test reports and report to the Division of the State Architect, the Contractor and the District any deficiencies in material as reflected by those reports with recommendation for corrections of such deficiencies.

(x) Review in a timely manner schedules and shop drawings, samples, and other submissions of the contractor for compliance with design and specifications;

(xi) Reject work or materials, which do not conform to the Construction Documents and notify District of such rejection.

(xii) Consult with District with regard to substitution of materials, equipment, and the laboratory reports thereof prior to the final approvals of such substitutions by the District in writing;

(xiii) Advise District in writing of any material change, or changes, necessary in the plans and specifications of the Project. Architect shall not order contractors to make any changes affecting contract price without approval by the District of a written change order, pursuant to the terms of the Construction Documents. The Architect may order on his or her own responsibility and pending the Board's approval, changes necessary at the time to meet construction emergencies if written approval of the District Representative is first secured;

(xiv) Examine, verify, and approve contractors' applications for payment and issue certificates for payment in amounts approved by Inspector;

Agreement Approval No.: A2065.07
Governing Board Approved: May 9, 2007
(xv) Coordinate final color and product selection with District's original design concept.

(xvi) Determine date of substantial completion;

(xvii) After determining the Project is substantially complete, the Architect shall inspect the Project and provide the District and contractor a written list of all deficiencies, including minor items ("punch-list items"). Architect shall notify Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.

(xviii) Review contractor's written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the contractors and subcontractors;

(xix) Make any further inspections of Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

(xx) Cause engineers and other consultants, as may be hired by Architect pursuant to subdivision (b) of this Article, to file required documentation with governmental authorities necessary to close-out Project.

(xxii) Provide advice to District on apparent deficiencies in construction during one-year warranty period following acceptance of work.

(k) Additional Services of Architect. At District request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. District may agree to pay Architect for such services, pursuant to Article 4 subdivision (c) hereof, if such services cause Architect additional expense and are necessitated due to unusual circumstances and through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless District and Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such services may include, but shall not be limited to:

(i) Plan preparation and/or administration of work on portions of the Project separately bid;

(ii) Assistance to District, if requested for the selection of moveable furniture, equipment or articles which are not included in Construction Documents;

(iii) Services caused by delinquency, default or insolvency of contractor or by major defects in the work of the contractor in the performance of the construction contract;

(iv) Revisions in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the District and due to causes beyond the control of Architect;

(v) Serving as an expert witness on District's behalf;
(vi) Supervision of repair of damages to structure.

(vii) Work required to obtain any local discretionary approvals (i.e., conditional use permits, etc.)

(viii) Revisions in drawings, specifications, or other documents and additional meetings that may be required as a result of errors, omissions, or revisions caused by consultants to the District.

(ix) Work required prior to receiving contractor bids to modify plans and specifications in order to bring construction cost within project budget, or other "value engineering" efforts.

(x) Provision of electronic files of construction documents.

(xi) Programming beyond three initial scoping meetings.

(xii) Preparation of Additive, deductive, or "zero-cost" change orders.

Article 3. District Responsibilities.

The District’s responsibilities shall include the following:

(a) Make available to the Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.

(b) Depending upon the scope of the Project, furnish Architect with, or direct Architect to procure at District expense, a survey of the Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information, and boundary dimensions of the site and any other such pertinent information. District shall also provide a soils investigation report and a geological report, if required by law.

(c) Appoint and pay an Inspector as provided by State law. Said Inspector shall be qualified and approved by the Division of State Architect and shall be under direction of the Architect and responsible to, and act in accordance with the policies of the District. The administration by Architect and his or her engineers shall be in addition to the continuous personal supervision of the District’s Inspector.

(d) Assist Architect in the distribution of plans to bidders and conduct the opening of bids on the Project, if applicable.

(e) Conduct chemical, mechanical, or other tests required for proper design of the Project. Furnish such surveys, borings, test piling and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.
(f) Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

(g) Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.

(h) Designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents. Such person or persons shall assist Architect in making inspections and preparing the list of deficiencies required by subdivision (j) paragraph (xvii) of Article 2 hereof and accompany Architect and contractor on the final inspection.

(i) Review all documents submitted by Architect, including change orders and other matters requiring Governing Board approval or approval of District officials. Advise Architect of decisions pertaining to such documents within a reasonable time after submission.

(j) Notify Architect in writing if any deficiencies in material or workmanship become apparent during contractor’s warranty period.

Article 4. Architect’s Fee.

(a) Basic Services.

The District shall pay to the Architect for the performance of all services rendered herein a fee equal to ten percent (10%) of cost of construction, billed hourly, for all work designed as contracted between the District and the contractor plus the value of any deductive bid alternates accepted by the District, or additive bid alternates not accepted by the District. The initial design development for this project is not to exceed Fifty thousand dollars ($50,000) billed hourly. See Schedule A. Hourly fees paid towards the design of this project will be credited to the total fee for the project. The cost of the construction shall mean the cost to the District of the contractor’s bid for the Project accepted by District plus the value of any deductive bid alternates accepted by the District, or additive bid alternates not accepted by the District, and any additive change order items agreed to by the District and the contractor. In the case of Construction Management multi-prime project delivery, construction cost shall include all CM fees, general conditions, bonding, overhead and profit.

(b) Payment for Additional Services.

The Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by the District’s Governing Board:

(i) Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee based on the Architect’s Fee Schedule.

(ii) For services in addition to the basic services of Architect set forth in Article 2 hereof, a fee to be agreed upon by the parties in writing prior to performance of such services by Architect, which fee may be a fixed amount or Architect’s standard hourly rates. For services in addition to the basic services of

Agreement Approval No.: A2066.07
Governing Board Approved: May 9, 2007
architects consultants shall be paid at a multiple of 1.5 times the amount billed to the Architect for services.

(c) Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for basic and additional services (as set forth in Articles 2 (f) and 4 (f), above) and include expenses incurred by the Architect and Architect’s employees and consultants in the interest of the Project, as identified in the following clauses and will be reimbursed to the Architect by the District at 1.10 times actual cost:

(i) Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, construction and bidding, in excess of those set forth elsewhere in this contract.

(ii) Expense of additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that stipulated in Article 12 and normally carried by the Architect and Architect's consultants.

(iii) Expense of reproduction of District provided Record Drawings and As-Builts of existing facilities if required by the Architect in the performance of this contract.

(e) Multiple Bid Packages.

(i) If the District decides to utilize Construction Management and/or Multiple Prime Construction, the Architectural fee shall be increased an amount equal to three-fourths of a percentage (1.25%) of the cost of work, defined as all CM fees, general conditions, bonding, overhead and profit.

If so directed by the District as part of the preparation of contract documents, and before initial DSA submittal for approval, final working drawings and specifications shall be prepared so that portions of the work may be performed under separate construction contracts or that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred. Should direction be given after DSA approval of project, the Architectural fee shall be increased by an amount equal to one and one-fourths of a percentage (1.25%) of the cost of work.

(ii) Architect agrees to meet and coordinate with District’s CM consultants, and to review documents proposed for use by the CM, including specification sections.

(iii) When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding including drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.

Agreement Approval No.: A2056.07
Governing Board Approved: May 9, 2007
Article 5. Payments to Architect.

(a) Architect's compensation shall be paid by District to Architect monthly in arrears incrementally within the following phases as follows based upon the percentage of work completed:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage of Total Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Schematic Design Phase</td>
<td>10% / 50%</td>
</tr>
<tr>
<td>2. Design Development Phase</td>
<td>15%</td>
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<tr>
<td>3. Construction Document Phase</td>
<td>40% / 35%</td>
</tr>
<tr>
<td>4. DSA Approval</td>
<td>-</td>
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<td>5. Bidding Phase</td>
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<td>6. Construction Phase (to substantial completion)</td>
<td>24%</td>
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<td>7. DSA closeout</td>
<td>1%</td>
</tr>
</tbody>
</table>

Architect shall not receive final payment until completion of all Architect's required duties.

(b) In order to receive payment, Architect shall present to District an invoice for payment for approval by District’s authorized representative designating services performed, method of computation of amount payable, and amount payable.

(c) Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.

(d) Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article 8 hereof.

Article 6. Instructions to Proceed.

The Architect is not to proceed with performance of any services under this Agreement without first securing written authorization from the District to do so.

Article 7. Time Schedule.

(a) Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

(b) Any delays in Architect's work because of the actions of the District or its employees, those in direct contractual relationship with District, by a governmental agency having jurisdiction over the Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Architect, shall be added to the time for completion of any obligations of Architect. District shall not be liable for damage to Architect on account of such delays.

(c) Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by Article 12, section (a) remain in effect during the requested additional period of time.
Article 8. Suspension, Abandonment, Termination.

(a) The District hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of such suspension, abandonment or termination, the Architect shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of this Agreement for services rendered up to the date of such suspension, abandonment, or termination. If the date of suspension, abandonment or termination occurs prior to the date of approval of preliminary studies or prior to the date of approval of the working drawings, such payments shall be the reasonable value of the services rendered up to the date of such suspension, abandonment, or termination less any payments theretofore made, as mutually determined between the District and the Architect, and the Architect hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such suspension, abandonment, or termination.

(b) If the Architect's services are suspended by the District, the District may require the Architect to resume services within ninety (90) days after written notice from the District. Upon payment of the amount required to be paid under this Article following the termination of this Agreement, the District shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to the District upon request and without additional compensation.

Article 9. Ownership of Documents.

All Documents, including drawings, specifications, and estimates, prepared pursuant to this Agreement shall be made available to the District for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project for which the Architect was originally retained. Nothing in this Section shall preclude the District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the Project site. The District shall indemnify, and hold harmless the Architect for any claims, liabilities, damage, losses, costs, and reasonable attorney's fees and expenses that result from the use or modifications of the plans, record drawings, specifications, or estimates. This Section shall not be construed to transfer or waive the Architect's copyrights over these documents, including but not limited to, all common law, statutory, and other reserved rights.

Article 10. Indemnity.

Architect shall indemnify, and hold harmless District, the Governing Board of District, each member of the Board, and the District's officers, agents and employees from claims arising out of the negligent acts, errors or omissions of the Architect, his subcontractors, or employees in the performance of responsibilities pursuant to this contract.

Article 11. Errors and Omissions.

The Architect may be held financially responsible for cost incurred by the District that result directly from the Architect's negligence in the performance of responsibilities pursuant to this contract. Additionally, the Architect may not be paid a fee for work required due to the Architect's negligence in the performance of responsibilities under this agreement.
Article 12. Insurance.

(a) Architect shall maintain in full force and effect at its sole cost and expense from the time this Agreement is entered into until the date of acceptance of the work by District, insurance as set forth in this Article. All insurance provided for under this Article shall be with a carrier satisfactory to District. Prior to commencement of work, the Architect shall furnish to the District a certificate of insurance evidencing the above coverages. The District shall not be obligated to make any payment to Architect until after its receipt and acceptance of said certificate.

(i) Workers’ compensation insurance as required by applicable laws, and employers liability insurance, with a limit of not less than $1,000,000.

(ii) Commercial general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than $1,000,000 per occurrence and $1,000,000 aggregate. Commercial general liability policies obtained and maintained by the Architect shall contain endorsements naming the District and other interested parties designated by the District as additional insured and shall include products completed operation coverage as well as contractual liability coverage for liability assumed by Architect under this agreement.

(iii) Business automobile liability insurance for bodily injury and property damage. Such insurance shall extend to owned, non-owned, and hired automobiles used in the performance of this agreement. The limits of liability shall not be less than $1,000,000 per occurrence and shall name the District and other interested parties designated by the District as additional insured.

(iv) Professional liability insurance coverage of $1,000,000.00 per claim and the aggregate

(v) If District requires Architect to obtain Project insurance, such insurance shall begin when construction begins at which time Architect shall provide evidence of the existence of such policy to District. The cost of such insurance shall be borne by the District.


Architect shall maintain records of direct personnel and reimbursable expenses pertaining to the extra and special services of this Project that are compensable by other than a flat rate. Architect shall maintain all records of accounts between District and contractor on a generally recognized accounting basis. Such records shall be available to the District or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.


Architect shall cooperate and consult with District in use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment and fixtures, roofing materials and floor covering. All such manufactured
items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.

Article 15. Limitations of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings are approved. Any subsequent construction at the site of this Project or at any other site in the District will be covered by and be the subject to a separate Agreement for architectural services by and between the District and the Architect chosen therefore by the District.


Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The mediation process shall provide that both parties select a disinterested third person mediator within a reasonable period of time, mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within the 15-day period, any party may petition the superior court of San Diego County to appoint the mediator.

Article 17. Compliance with the Laws.

Architect's work shall comply with and meet applicable requirements of federal, state, and local law, including, but not limited to the Uniform Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and applicable requirements prescribed by the California Department of General Services.

Article 18. Independent Contractor.

Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

Article 19. Successors in Interest and Assigns.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of his rights, burdens, duties or obligations without the prior written consent of the Governing Board of the District. Any attempted assignment without such consent shall be invalid.

Article 20. Asbestos Certification.

Architect shall certify pursuant to 40 CFR section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that contractors provide the District with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBM's"). This certification shall be part of the final Project submittal.

The following terms and conditions shall be applied to this Agreement:

(a) **Governing Law:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

(b) **Entire Agreement:** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

(c) **Severability:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

(d) **Non-Waiver:** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.

(e) **Supplemental Conditions:** Any supplemental conditions shall be attached an exhibit to this Agreement and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 10th day of May, 2007.

**ARCHITECT:**

BCA Architects

By: ________________________________

Signature

Printed Name: PAUL C. BANNON

Title: PRESIDENT

**DISTRICT:**

Southwestern Community College District

By: ________________________________

Signature

Printed Name: Greg R. Sandoval

Title: Interim Superintendent/President

Agreement Approval No.: A2066.07

Governing Board Approved: May 9, 2007
<table>
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<th>STAFF</th>
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</table>

Project Consultants Actual Fee + 15%

Fees are subject to change every January 1 of the New Year

Agreement Approval No.: A2066.07
Governing Board Approved: ______________
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: Agreement with The Bodine Group

RECOMMENDATION

Approve Agreement No. A3247.11 with The Bodine Group, to facilitate interest-based negotiations, for the period July 1, 2011 to June 30, 2012, inclusive, in an amount not to exceed $30,000.

OVERVIEW

The Bodine Group provides consulting services to facilitate interest-based negotiations. The expenditures incurred by the District will be submitted for reimbursement pursuant to SB 160 Cost Mandate regulations.

FISCAL IMPACT/ACCOUNT

NTE $30,000 Cost to the District/Account No. 1-45110-665000-000 (General Fund)

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

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

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

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

NOW THEREFORE, the following is agreed:

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

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

Consulting services for interest-based negotiations.
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.
service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

XIII. INSURANCE

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

XIV. WORKER'S COMPENSATION INSURANCE.

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

XV. WARRANTY AND ORIGINALITY.

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

XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
XXIII. LAWS GOVERNING.

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

XXIV. ENTIRE AGREEMENT/MODIFICATION.

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

XXV. NOTICES.

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

This Contract is entered into this 8th day of June, 2011.

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

INDEPENDENT CONTRACTOR

Name: Joanne Bodine
SS#/Federal Tax ID: 570-62-4390
Address: 10370 Sheldon Road
City/State/Zip: Elk Grove, CA 95624
Telephone: (916) 801-0471
Fax: (916) 688-8545
Are you a District employee? ☐ Yes ☒ No
Is a Credential or Special License required for this consultancy? ☐ Yes ☒ No
If yes, please specify and attach a copy of current License. ____________________________

Signature: ____________________________
Date: ____________________________

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
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: Michael Kerns,
Vice President for Human Resources
Charge to Budget Acct No.:
1-45110-665000-000

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No: A32871
Date: 5/23/01
Updated 4/25/01

INDEPENDENT CONTRACTOR AGREEMENT
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: Agreement with Liebert Cassidy Whitmore

RECOMMENDATION

Approve Agreement No. A3268.11 with Liebert Cassidy Whitmore, for workshops through the Southern California Community College District Employment Relations Consortium, for the period July 1, 2011 to June 30, 2012, inclusive, in the amount of $2,500.

OVERVIEW

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

FISCAL IMPACT/ACCOUNT

$2,500 Cost to the District/Account No. 1-45320-665000-000 (General Fund)

MK: ag
AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the SOUTHWESTERN COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

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

WHEREAS District has determined that no less than twenty four (24) public agencies in the Community College Districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

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

NOW, THEREFORE, District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2011, Attorney will provide the following services to District (and the other aforesaid public agencies):

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

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

2. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to District for a fee of Two Thousand Five Hundred Dollars ($2,500.00) payable in one payment prior to August 1, 2011. The fee, if paid after August 1, 2011 will be $2,600.00.
Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

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

The range of hourly rates for Attorney time is from One Hundred Eighty to Three Hundred Twenty Dollars ($180.00 - $320.00) per hour for attorney staff and from One Hundred Five to One Hundred Forty Dollars ($105.00 - $140.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

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

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2011. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-four (24) local District employers entering into a substantially identical Agreement with Attorney on or about July 1, 2011.

Cancellation

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

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

Dated:____________________

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By____________________________________

Dated:____________________

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By____________________________________
Denise Whittaker
Interim Superintendent/President

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Michael Kerns</th>
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<tbody>
<tr>
<td>Vice President for Human Resources</td>
<td></td>
</tr>
<tr>
<td>Budget No.:</td>
<td>1-45320-665000-000</td>
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</tbody>
</table>

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No: A326811
Date: 5/12/14
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

INITIATED BY: Jackie Osborne
               Director of Human Resources

SUBJECT: Agreement with Sheila Forsberg, Consultant

RECOMMENDATION

Approve Agreement No. A3249.11 with Sheila Forsberg, Consultant, for services to conduct job analysis audits and provide ongoing technical assistance, for the period July 1, 2011 to June 30, 2012, inclusive, in the amount of $110 per hour, plus expenses, not to exceed $20,000 annually.

OVERVIEW

Consultant will conduct an independent review of job duties and will maintain job descriptions for consistency and completeness. Consultant is knowledgeable of industry, maintains current information on salary, and analyzes program trends.

Consultant will provide ongoing technical assistance, including, but not limited to, job analysis, audits, preparing new classification specifications and modifying existing class specifications.

FISCAL IMPACT/ACCOUNT

NTE $20,000 Cost to the District/Account No. 1-45110-665000-000 (General Fund)

MK: jo
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between Southwestern Community College District ("the District") and Sheila Forsberg, Consultant ("the Consultant").

1. **Project Engagement.** The District agrees to engage the Consultant to provide Technical Assistance in classification and/or compensation matters (the "Project").

2. **Services.** The Consultant agrees to perform certain services necessary for completion of each Project. Services shall include, without limitation, the following:
   - Identify background materials available for analyses
   - Conduct phone and/or on-site meetings and conferences as necessary for data collection, analysis, and report presentation
   - Conduct job analysis audits
   - Prepare new class specifications and modify existing specifications
   - Collect labor market data, as necessary; compile and format data
   - Conduct internal relationship analysis
   - Develop salary recommendations
   - Prepare and submit draft and final recommendations and report
   - Attend appeal hearings, as necessary.

   Services performed by the Consultant for each assignment will be reviewed with the District prior to the commencement of work.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the District.

4. **Compensation.** As full compensation for the Consultant’s services performed hereunder, the District shall pay the Consultant $110 per hour for professional services plus reimbursement for expenses such as telephone, printing, and travel related expenses; clerical charges will be billed at the rate of $40 per hour. Cost of annual professional services will not exceed $20,000.

5. **Method of Payment.** Progress payment of the Consultant's professional services fees and expenses shall be made on a monthly basis by the District upon receipt of billings from the Consultant.
6. **Term.** The term of this Agreement shall commence on July 1, 2011 and shall end on June 30, 2012, unless terminated earlier pursuant to the provisions of Paragraph 7.

7. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.

8. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance and Automobile Liability Insurance, including non-owned. Such insurance shall be in amounts reasonably satisfactory to the District.

9. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the District shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the District harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

10. **Miscellaneous.**

   a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.

   b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.

   c) This agreement shall be modified only by a written agreement duly executed by the District and the Consultant.

   d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.

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

   f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
Professional Services Agreement
Southwestern Community College District
Page 3

APPROVED:

Dated: ___________ , 2011

SHEILA FORSBERG, CONSULTANT

By: Sheila Forsberg

Title: Consultant

103 Stratford Court
Roseville, California 95661

Southwestern Community College District

By: Denise Whittaker

Title: Interim Superintendent/President

900 Otay Lakes Road
Chula Vista, CA 91910

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director

Approval No.: 597
Date: 2-2-11
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: Beatrice Zamora-Aguilar
Dean, Counseling and Matriculation

SUBJECT: Amendment No. 1 to Agreement No. A3009.10 with Network Interpreting Services

RECOMMENDATION

Approve Amendment No. 1 to Agreement No. A3009.10 with Network Interpreting Services, to renew agreement for American Sign Language interpreting services, for the period July 1, 2011 to June 30, 2012, inclusive, in an amount not to exceed $115,000.

OVERVIEW

The 2010-2011 Network Interpreting Services Independent Contractor Agreement is an ongoing activity that provides sign language interpreting services for students participating in the Disability Support Services Program. The Disability Support Services Program provides services that enable students with disabilities to access all college, academic, and career/technical activities. Services include counseling, parking, test proctoring, equipment loans, and sign language interpreters. All terms and conditions will remain the same as specified in Governing Board approved Agreement No. A3009.10.

FISCAL IMPACT/ACCOUNT

NTE $115,000 Cost to the District/Account No. 45120-642000-418 (Categorical Funds)

BZ:dmp
Southwestern Community College District
Disability Support Services

Amendment to Agreement
Between
Network Interpreting Services
And
Southwestern Community College District

Amendment No. 1(one)

Southwestern Community College District and Network Interpreting Services, entered into an original Agreement on May 12, 2010; Approval No. 3009.10.

This Agreement shall be amended as follows:

**Agreement Amendment:**

Article III: Period of Performance

Renew the term of Network Interpreting Services for the period of July 1, 2011 to June 30, 2012. All terms and conditions will remain the same as specified in Governing Board approval A3009.10. The total dollar value to be the same as the original value of $115,000.

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

**NO FURTHER MODIFICATIONS HAVE BEEN MADE TO THIS AGREEMENT**

<table>
<thead>
<tr>
<th>Southwestern Community College District</th>
<th>Network Interpreting Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise Whittaker</td>
<td>Cliff Hanks</td>
</tr>
<tr>
<td>Interim Superintendent/President</td>
<td>Chief Executive Officer</td>
</tr>
</tbody>
</table>

Originator: Helen Elias, Director of Disability Support Services
Account No.: 1-45120-642000-418
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: Amendment No. 2 to Agreement No. A3010.10 with Western Interpreting Network

RECOMMENDATION

Approve Amendment No. 2 to Agreement No. A3010.10 with Western Interpreting Network, to renew agreement for American Sign Language interpreting services, for the period July 1, 2011 to June 30, 2012, inclusive, in an amount not to exceed $236,000.

OVERVIEW

The 2010-2011 Western Interpreting Network Independent Contractor Agreement is an ongoing activity that provides sign language interpreting services for students participating in the Disability Support Services Program. The Disability Support Services Program provides services that enable students with disabilities to access all college, academic, and career/technical activities. Services include counseling, parking, test proctoring, equipment loans, and sign language interpreters. All terms and conditions will remain the same as specified in Governing Board approved Agreement No. A3010.10.

FISCAL IMPACT/ACCOUNT

NTE $236,000 Cost to the District/Account No. 45120-642000-418 (Categorical Funds)

BZ:dmp
Southwestern Community College District
Disability Support Services

Amendment to Agreement
Between
Western Interpreting Network
And
Southwestern Community College District

Amendment No. 2 (two)

Southwestern Community College District and Western Interpreting Network, entered into an original Agreement on May 12, 2010; Approval No. A3010.10.

This Agreement shall be amended as follows:

Agreement Amendment:

Article III: Period of Performance

Renew the term of Western Interpreting Network for the period of July 1, 2011 to June 30, 2012. All terms and conditions will remain the same as specified in Governing Board approval A3010.10. The total dollar value to be the same as the amended value dated 2/9/11 ($236,000).

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

_NO FURTHER MODIFICATIONS HAVE BEEN MADE TO THIS AGREEMENT_

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<thead>
<tr>
<th>Southwestern Community College District</th>
<th>Western Interpreting Network</th>
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<tbody>
<tr>
<td>Denise Whittaker</td>
<td>Eric Feris</td>
</tr>
<tr>
<td>Interim Superintendent/President</td>
<td>Chief Executive Officer</td>
</tr>
</tbody>
</table>

Originator: Helen Elias, Director of Disability Support Services
Account No.: 1-45120-642000-418

Approved as to form by the office of the Purchasing, Contracting & Central Services
Director Amendment No. 2 +6
Approval No.: A3010.10
Date: 5/23/11
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: Health Services Agreement with Alfred Shihata, M.D.

RECOMMENDATION

Approve Agreement No. A3250.11 with Alfred Shihata, M.D., for medical services to students at Southwestern Community College District, for the period August 11, 2011 to August 31, 2012, inclusive, in an amount not to exceed $16,000.

OVERVIEW

The Health Services Agreement with Alfred Shihata, M.D., provides medical services for Southwestern College students during the 2011-12 academic year.

FISCAL IMPACT/ACCOUNT

NTE $16,000 Cost to the District/Account No. 1-45110-644000-421 (Restricted Fund/Health Fees)

MM/af
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 Alfred Shihata, M.D., 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:

(1) Contractor or his associates will provide medical assessment, consultation and treatment for any student referred by the campus nurse one day per week during fall and spring semesters. Times to be arranged to accommodate the District and the contractor for approximately 5 hours per week.

(2) Contractor shall maintain malpractice insurance at the standard amount per claim and aggregate at no cost to the District.

(3) Contractor or associate shall be available for consultation by fax or telephone, shall provide standing orders, TB testing and verification, and provide referrals for chest x-rays as may be needed.

(4) Contractor shall write prescriptions as needed.

(5) Contractor shall give authorization for Health Services to utilize signature stamp and medical protocols throughout the complete term of the contract.

Revised: August 16, 2010
Linda Hernandez
Planning & Facilities Coordinator
Purchasing, Contracting & Central Services
II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

(a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed $16,000 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.

(b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.

(c) All invoices submitted must contain the following certification statement: “I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract.” All invoices must be signed by Contractor’s Chief Financial Officer or designee.

(d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.

(e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on August 11, 2011, and shall terminate on August 31, 2012.

IV. CONFLICT OF INTEREST.

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

V. INDEPENDENT CONTRACTOR.

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

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

VII. MATERIALS.

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

VIII. AUDIT AND INSPECTION OF RECORDS.

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

IX. CONFIDENTIALITY AND USE OF INFORMATION.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

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

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

XI. HOLD HARMLESS.

Contractor agrees to indemnify, 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. INSURANCE

Contractor 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 Contractor and District against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.

XIV. WORKER’S COMPENSATION INSURANCE.

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

XV. 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.

XVI. WORKS FOR HIRE.

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

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

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

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

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

XIX. PERMITS/LICENSES.

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

XX. NON-WAIVER.

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

XXI. SEVERABILITY.

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

XXII. ASSIGNMENT.

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

XXIII. LAWS GOVERNING.

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

Revised: August 16, 2010
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 8th day of June 2011.

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

Southwestern Community College District

Name: Alfred Shihata, M.D.
SS# / Federal Tax ID: 366-72-9745
Address: 14058 Mira Montana Drive
City / State / Zip: Del Mar, CA 92014
Telephone: (H) 858-212-4195
(W) 619-422-6158
Fax: 858-792-2624

Are you a District employee? ☐ Yes ☑ No
Is a Credential or Special License required for this consultancy? ☑ Yes ☐ No
If yes, please specify and attach a copy of current License. Medical License

Signature: ______________________________
Date: ______________________________

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: Mia McClellan
Dean of Student Services
Account No.: 1-45110-644000-421
(Restricted Fund/Health Fees)

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A 325011
Date: 5/23/11
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: Beatrice Zamora-Aguilar
Dean, Counseling and Matriculation

SUBJECT: Community Partnership Program Agreement with Chula Vista Nature Center

RECOMMENDATION

Approve Agreement No. A3257.11 with Chula Vista Nature Center, for the Community Partnership Program, for the period July 1, 2011 to June 30, 2014, inclusive, at a cost based on Shared Cost Selection Chart.

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
THIS AGREEMENT is executed on June 8, 2011, by and between Southwestern Community College District (hereinafter referred to as "District") and Chula Vista Nature Center (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 July 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.
V. Shared Cost (Pay and Workers’ Compensation) Selection Chart

CHECK APPLICABLE BOX(ES):

<table>
<thead>
<tr>
<th>FEDERAL WORK STUDY</th>
<th>CALWORKS WORK STUDY</th>
<th>EOPS INTERNSHIP</th>
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<tbody>
<tr>
<td>X Federal Work-Study (Public and Non-Profit) (75% District Paid)</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>
<tr>
<td>X Federal Work-Study (Private for Profit) (50% District Paid)</td>
<td>X CalWORKs Work-Study (50% District Paid)</td>
<td></td>
</tr>
<tr>
<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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</table>

(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: ____________________________
Dr. Brian Joseph
Name of Agency Representative: ____________________________

Executive Director: ____________________________
Title of Agency Representative: ____________________________

Ken Vallesios
Agency Contact Person

Chula Vista Nature Center
Agency Name

1000 Gunpowder Point Drive, Chula Vista 91910
Agency Address

(619) 409-5911
Agency Telephone Number

33-0750177
Agency State Tax Number

Originator: Nelson Riley
Department: Student Employment Services

Budget No.
(FWS) 1-2344-647001-400
(EOPS) 1-2343-732400-434
(CalWORKs) 1-2343-649980-628 and 1-2343-649902-928

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: 43257.71
Date: 5/28/11
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: Kathy Tyner
Dean, School of Mathematics, Science and Engineering

SUBJECT: Agreement with Foundation for California Community Colleges

RECOMMENDATION

Ratify Agreement No. AR3261.11 with Foundation for California Community Colleges, for the implementation of the California Connects Microsoft Certification, American Recovery and Reinvestment Act (ARRA) Grant in collaboration with the Mathematics, Engineering, Science Achievement (MESA) Program, for the period February 1, 2011 to June 30, 2013, inclusive, in the amount of $8,000 income to the District.

RATIFICATION

Final contract language was received from funding source on April 25, 2011.

OVERVIEW

The California Connects Program will provide at least 200 laptop computers over a three year period to the MESA Program. The MESA Program will distribute for personal ownership the laptops to qualified students who agree to engage in Microsoft training certification and participate in designated community service. The program will purchase a Certiport site license for proctoring the certification test given to participants. The program goal is to increase digital literacy and broadband access in underserved communities.

FISCAL IMPACT/ACCOUNT

$8,000 Income to the District/Account No. 1-38627-649971-713 (Project Funded)

KT:ls
INTENT TO PARTICIPATE
CALIFORNIA CONNECTS PROGRAM
SIGNATURE FORM

District: Southwestern Community College District
College: Southwestern College
Address: 900 Otay Lakes Road
City: Chula Vista State: CA Zip+4: 91910-7299

District Superintendent/President (or authorized Designee)
Name: Denise Whittaker Title: Interim Superintendent/President
Phone: (619)482-6301 Date:
Fax: (619)421-0346 E-Mail Address: dwhittaker@swccd.edu
Signature:  

Responsible Administrator
Name: Kathy Tyner, M.S. Title: Dean, School of Mathematics, Science, and Engineering
Phone: (619)482-6344 Date:
Fax: (619)482-6503 E-Mail Address: ktyner@swccd.edu
Signature:  

MESA Director
Name: Raga Bakheit, Ph.D. Title: Director, MESA Program
Phone: (619)482-6381 Date: 04/05/11
Fax: (619)482-6503 E-Mail Address: rbakheit@swccd.edu
Signature:  

Campus IT Director
Name: Patricia Larkin Title: Acting Director, Computer Systems and Services
Phone: (619)482-6336 Date:
Fax: (619)482-6424 E-Mail Address: plarkin@swccd.edu
Signature:  
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CALIFORNIA CONNECTS
MICROSOFT CERTIFICATION

AGREEMENT

between

Foundation for California Community Colleges

and

MESA Program at:
Southwestern Community College District

BACKGROUND

The Foundation for California Community Colleges has been awarded an American Recovery Reinvestment Act ("ARRA") grant award in an amount totaling up to $10,944,843 ("AWARD") from the U.S. Department of Commerce ("GRANTOR") to implement the California Connects Program. California Connects will provide outreach, training and educational support designed to increase digital literacy and expand broadband Internet access in underserved areas of California in several ways. California Connects is a collaboration of the Foundation for California Community Colleges ("FCCC"), the California Community Colleges Chancellor's Office ("CCCCO"), certain California Community Colleges and districts, and a variety of other entities. In one facet of California Connects, FCCC will partner with the CCCCCO in its statewide effort to provide laptop computers to California Community College students participating in community service who are in the Math, Engineering, Science Achievement ("MESA") Program. The AWARD falls under GRANTOR's National Telecommunications and Information Administration for Broadband Technology Opportunities Program.

Further details about the AWARD are as follows:

CFDA Number: 11.557
Project Title: ARRA SBA Recovery Act "California Connects" Award
Number: 06-43-B10541
Award Year: 2010
Award Period: August 1, 2010 to July 31, 2013

SUMMARY

Funded by the AWARD from the GRANTOR, the Foundation for California Community Colleges ("FCCC"), a California 501(c)(3) nonprofit corporation, as the grants administrator for California Connects, will partner with California community college Mathematics, Engineering, and Science Achievement ("MESA") programs to provide laptop computers over a three year period to approximately 5,800 MESA students (for personal ownership) who agree to participate in designated community service and engage in Microsoft Training and Certification.
This Agreement is entered into by and between FCCC and Southwestern Community College District (the "COLLEGE").

The term of this Agreement will be from February 1, 2011 through June 30, 2013. The parties mutually agree to the following terms and conditions:

**Article I Responsibilities of FCCC**

FCCC agrees to:

A. Award participating MESA students a laptop computer (for personal ownership).
B. Purchase each college a Microsoft IT Academy site license for MESA students and staff to train and prepare for taking a Microsoft certification exam in Microsoft Word, PowerPoint, Excel, and/or Access (effective March 2011 thru June 2013).
C. Purchase for each college a Certiport site license (worth 500 certification exams per year or 1,000 total, effective March 2011 thru June 2013).
D. Award a one-time $8,000 payment in February 2011 (for implementation thru June 2013) to the college MESA program; sent to the attention of the MESA Director.
E. Manage all data collection and dissemination regarding test taking and results for participants.
F. Serve as a resource and intermediary between Certiport and MESA programs to ensure Certiport staff is available to respond to individual college implementation questions and needs.

**Article II Responsibilities of the COLLEGE**

The COLLEGE agrees to:

A. Proctor online certification exams for participating MESA students and staff (effective March 2011 thru June 2013).
B. Utilize the one-time $8,000 award for personnel/staff time, purchasing computers/technology needed, etc. as deemed appropriate by the campus MESA Director.
C. Designate one primary point-of-contact for testing who will participate in two (2) one-hour Certiport set-up proctor webinars.
D. Address the technical requirements outlined on the following page, provided by Certiport.

**Article III General Provisions**

A. **Indemnification**

Each party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, and employees (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement; (b) any breach by Indemnitor of this Agreement.

It is the intention of the parties that where the fault of FCCC and the COLLEGE are determined to have been contributory to a matter subject to this indemnity provision, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any defense and damage attributable to the fault of that party, its officers, directors, agents, employees, subcontractors, and volunteers.
The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall furnish indemnitees with all related evidence in its control.

Nothing in this Agreement shall constitute a waiver of limitation of any rights which indemnitees may have under applicable law, including without limitation, the right to implied indemnity.

B. Notices

All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in Section J (Contacts).

C. Assignment

This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

D. Governing Law

This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

E. Taxpayer Identification

The COLLEGE agrees to complete Federal Form W-9, Request for Taxpayer Identification Number and Certification and to submit same to FCCC upon execution of this Agreement.

F. Legal and Regulatory Compliance

All federal funds expended shall adhere to the provisions set forth in Exhibit A – Legal and Regulatory Compliance, attached hereto and incorporated herein by reference.

G. Construction of Agreement

Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

H. Counterparts; Originals

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.
I. Authority to Bind

The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement. Authorized signatories of FCCC are FCCC corporate officers, two (2) of whom must sign this Agreement, any amendment or modification thereto, for it be authorized and valid.

J. Contacts

<table>
<thead>
<tr>
<th>FCCC:</th>
<th>CCCC:</th>
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<tbody>
<tr>
<td><strong>All Programmatic Issues</strong></td>
<td><strong>All Programmatic Issues</strong></td>
</tr>
<tr>
<td>Elisa Orozco Anders, Ed.D.</td>
<td>Sally Montemayor Lenz</td>
</tr>
<tr>
<td>Director of California Connects</td>
<td>Specialist, Fund for Student Success: MESA</td>
</tr>
<tr>
<td>Foundation for California</td>
<td>California Community Colleges Chancellor's Office</td>
</tr>
<tr>
<td>Community Colleges</td>
<td>916-327-2987</td>
</tr>
<tr>
<td>916-325-1856</td>
<td><a href="mailto:alenz@cccco.edu">alenz@cccco.edu</a></td>
</tr>
<tr>
<td><a href="mailto:eorozco@foundationccc.org">eorozco@foundationccc.org</a></td>
<td>1102 Q Street</td>
</tr>
<tr>
<td>1102 Q Street, Suite 3500</td>
<td>Sacramento, CA, 95811</td>
</tr>
<tr>
<td>Sacramento, CA, 95811</td>
<td></td>
</tr>
<tr>
<td><strong>Contract Issues, including Contract Notices:</strong></td>
<td><strong>Left Blank Intentionally</strong></td>
</tr>
</tbody>
</table>
In witness whereof, the Parties hereto have executed this Agreement per the dates and signatures below.

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES:**
Blisa Orosco Anders, Ph.D.
Foundation for California Community Colleges
California Connects
1102 Q Street, Suite 3500
Sacramento, CA 95811
eorosco@foundationccc.org
Telephone: (916) 325-1856

Signature:
Date:

Sally Montemayor Lenz, Coordinator
Fund for Student Success
(MESA/Puente/MCHS)
California Chancellor’s Office

Signature:
Date:

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT:**
Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
dwhittaker@swccd.edu
Telephone: 619 482-6301/Fax: 619 424-0346

Signature:  
Date: 5-11-11

Originator: Kathy Tyner, Dean
GB Meeting Date: 6/8/2011
Charge to Budget Acct No.: 1-38627-649971-713

Page 5 of 9
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LEGAL AND REGULATORY COMPLIANCE

All federal funds expended shall adhere to the following provision

A. General. COLLEGE agrees to comply with all applicable federal, state, and local laws and regulations (including, but not limited to, 15 CFR Part 14 et seq.) and administrative standards pertaining to, in any way, to any matter covered by this Agreement including but not limited to all applicable provisions of OMB Circular A-21, OMB Circular A-110, OMB Circular A-122, OMB Circular A-133 (and/or their applicable counterparts) and any related guidance and/or supplementary material issued by the appropriate agency. FCCC hereby incorporates by reference the Department of Commerce Financial Assistance Standard Terms and Conditions, Award Specific Special Award Conditions and the Department of Commerce American Recovery and Reinvestment Act Award Terms (collectively “Terms and Conditions”). COLLEGE is responsible for knowing and complying with the most current versions of all Terms and Conditions as required by the AWARD. As a material condition to this Agreement, COLLEGE agrees to make all assurances and submit all certifications required under state and federal laws and to comply with all applicable Terms and Conditions during the term of this Agreement. COLLEGE shall monitor the day-to-day operations of grant-supported activities to assure compliance with applicable federal and state requirements and achievement of California Connects Program guidelines, policies, procedures and objectives. COLLEGE agrees, as a material condition to this Agreement, to provide any and all certifications and assurances as reasonably requested by FCCC. COLLEGE agrees to utilize adequate internal controls and maintain further necessary source documentation for all costs incurred. Review the following for further information:

http://www.whitehouse.gov/omb/circulars/index.html
http://www.earn.com/contracts/docs/GRANTS/DO C9200STC%20MAR08Rev.pdf
http://www.earn.com/contracts/docs/ARRA%20DO C9200Award%20Terms%20Final%2001-20- 09PDF.doc.pdf

B. Anti-Lobbying. COLLEGE by signing this Agreement certifies that it will not or has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352.

C. Debarment and Suspension (Executive Orders 12549 and 12689). COLLEGE by signing this Agreement certifies that it is not listed on the General Services Administration’s Excluded Parties List System (http://www.epis.gov ) from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension” or on the Division of Labor Standards Enforcement debarments list from the California Department of Industrial Relations.

D. Non-Discrimination. COLLEGE will not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, genetic information, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, dental or family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. COLLEGE shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.). COLLEGE shall give written notice of their obligations under this clause to subcontractors or labor organizations with which they have a collective bargaining agreement.

E. Whistleblower Protection Act. COLLEGE is subject to applicable provisions of Section 1553 of Division A, Title XV of ARRA, P.L. 111-5. See http://www.recovery.gov.

F. No Subpoena. No federal ARRA funds may be used to duplicate services, connections, facilities, or equipment that have been authorized through another federal program. To the extent that a BTOP project is later deemed to include duplicate funding from another federal program, the following right is reserved; to remove the costs associated with the duplication or reallocate the funds to allowable activities within the project.

G. Reporting. COLLEGE must keep apprised of the most current versions of all reporting requirements as required by the AWARD (including but not limited to Section 1512 of the
1) **Other Reporting.**

Subject to Section G, COLLEGE shall promptly respond to requests for information by PCCC or GRANTOR or their designee to enable PCCC to properly prepare other reports as required by the AWARD and, if requested, to provide PCCC or its designee all information, data, documents, etc., to enable PCCC to submit timely reports to GRANTOR.

2) **Proper Reporting Deemed Material to Formation of Agreement.**

The Reporting provisions of this Agreement are deemed material to the formation of this Agreement. Subject to applicable federal, state, local or regulatory laws, failure to comply with these reporting provisions may be grounds for withholding payments to COLLEGE, changing the method of payment, imposition of other conditions, suspension, termination or any other provision provided for under any federal, state, local or regulatory laws.

**II. OMB Circular A-133.** As applicable, COLLEGE must comply with the federal single audit requirements of OMB Circular A-133 and any associated applicable ARRA requirements. COLLEGE must separately identify the expenditures for federal awards under ARRA on the Schedule of Expenditures of Federal Awards (SF-425) and the Data Collection Form (SF-SAC) as required by OMB Circular A-133. COLLEGE further agrees to provide PCCC with copies of any of its independent auditor’s reports. If any, in cases of noncompliance with federal laws and regulations, COLLEGE also will provide PCCC copies of responses to auditor’s report(s) and a plan for corrective action. All records and reports prepared in accordance with OMB Circular A-133 shall be available for inspection by PCCC, its designated representatives, representatives of GRANTOR, the applicable Inspector General or the Comptroller General of the United States or any of their duly authorized representatives at all reasonable times and upon advance notice during the AWARD PERIOD defined below and for three years thereafter, or longer if required byaudit.
System Setup instructions

1. **Administrative Rights.** Testing machines must have full, unrestricted administrative rights for testing. This means that they cannot be part of a group policy or any other restrictions at all. Centers giving only online exams do not need to adhere to this requirement they only need to have rights for the install of the active X components.

2. **RAM.** Centers that are running any exams except Office 2007 and 2010 only need 512 MB of RAM, but centers that want to test Office 2007 and Office 2007 applications need to have 1 gig.

3. **Correct OS with correct SP level.** Centers must use the professional version of the Operating System. We do not work with home or other versions. You should also check the service pack level and ensure you are up to date. Windows XP needs to be at service pack 3. The operating system, Office suite and IQsystem version MUST be the same language.

4. **Correct Office Versions.** Centers must have the Professional or Business version of Office suite. We support Office 2002 – 2010. Office 2003 should have service pack 3 and Office 2007 needs to have service pack 2.

5. **"Complete" Office installation.** Centers must do a Complete installation of the Office suite. The default installation of Office is so basic, so this must be changed at installation or updated if it was not done then. Also Outlook must be configured with no email support. To update go to Control Panel/Add or Remove Programs. Click on the office suite and select "change". Choose "Add or remove features" and continue. If any boxes are grey you do not have a complete install and must select "Run all from my computer" then update.

6. **Internet Connection Minimum requirement.** Centers must be able to maintain at least 156kbps connectivity to each machine during testing.

7. **Firewall/Proxy.** We recommend that centers do not go through a firewall or proxy, but if one is required, please refer to the following list of critical items that must be considered when configuring a proxy server or firewall:
   - The domain certiport.com needs to be accessible.
   - The following IP addresses
     - 216.36.45.201 www.certiport.com
     - 216.36.45.202 certprep.certiport.com
     - 216.36.45.203 iq.certiport.com
     - 216.36.45.204 info.certiport.com
     - 216.36.45.205 Digital Literacy
     - 216.36.45.216 MySpeed
     - 216.36.40.134 Certiport Terminal Server
     - 216.36.40.135 Certiport Terminal Server
     - 216.36.40.144 Certiport FTP
     - 216.36.40.145 Certiport FTP
     - These addresses need to have full access through ports 80 (HTTP) and 443 (HTTPS) 216.36.40.144 and 216.36.40.145 need access through port 21 TCP
     - HTTP redirects need to be permitted. (These are all completed within the certiport.com domain.)
   - Please DO NOT block soap HTTP traffic.
   - Certiport will soon be moving to a new range of IP addresses. In an effort to help with this transition, we would like to provide you the new IP addresses so they can be entered when you are entering the current addresses.
   - The domain certiport.com needs to be accessible.
   - Also need to have full access through ports 80 (HTTP) and 443 (HTTPS).
   - HTTP redirects need to be permitted. (These are all completed within the certiport.com domain.)

8. **Pop-up blockers.** Pop-up blockers and phishing filtering should be turned off. Also we request no Internet Explorer toolbars be installed, because they have built-in blockers. Some of these toolbars include Google and Yahoo toolbars. Please remove them if they are currently installed.

9. **Adobe.** Centers need to install adobe flash in order to run the IQsystem and online exams.

10. **My Documents and systems from the C drive.** The Microsoft Office, My Documents folder and the Certiport IQsystem must both be installed and running from the default location on the C drive. Our systems are hard coded and will not work if this requirement is not met. The office suite must be found at C:\Program Files\Microsoft Office and then the particular office suite number.
11. **Restoring Software.** Certain software is built to restore the PC to its original state upon rebooting, such as Deep Freeze. If you are using such software, it must be disabled before testing. Our systems use tracking so that in case a exam crashes, a reboot can be performed and candidates start from where they left off. If this type of software is installed, it will remove all tracking.

12. **Internet options “Auto detect proxy” checked.** If centers are not going through a proxy but still have the box checked that states “Automatically detect settings,” our software will not work. To check for this, go into “Tools” In Internet Explorer, and then click “Internet Options.” Click the “Connections” tab, and then click “LAN Settings.” Here you will see the box. If it is checked and you are not using a proxy, please un-check it.

13. **Outlook Accounts**- You cannot have any .pst folder configured on the tests machines if you plan to test the Outlook exams. You must use a default setup with no server support. This means no other outlook personal files setup. Also if Adobe CS3, CS4 or CS5 are installed they do create a hidden .pst folder and will kill the testing so they need to be removed.

14. **Other testing software.** iQsystem uses concurrent technology and uses paths inside your machine to run. Other testing software has been found to change our paths or corrupt it. If Certiport is on a machine, we would suggest limiting the amount of other software installed to that machine. This will ensure the best test results.

15. **Local settings.** Centers should ensure that the clock and time setting for their area are correctly set on each PC.

16. **.Net 2.0 installed.** Machines must have .net 2.0 to run the iQsystem exams.
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: Kathy Tyner, M.S.
Dean, School of Mathematics, Science, and Engineering

SUBJECT: Agreement with California Community Colleges Chancellor’s Office

RECOMMENDATION

Ratify Agreement No. AR3258.11 with the California Community Colleges Chancellor’s Office, for categorical funding of the Mathematics, Engineering, Science Achievement (MESA) Program, for the period July 1, 2010 to June 30, 2011, inclusive, in the amount of $50,500 income to the District.

RATIONALE FOR RATIFICATION

Agreement was received on April 6, 2011.

OVERVIEW

The Mathematics, Engineering, Science Achievement (MESA) Program, through the Southwestern College’s School of Mathematics, Science, and Engineering, provides tutoring and related services to students majoring in the STEM (Science, Technology, Engineering, and Mathematics) disciplines. The filing of the application was approved at the June 9, 2010 Governing Board meeting.

FISCAL IMPACT/ACCOUNT

$50,500 Income to the District/Account No. 1-38627-649971-713 (Grant Funded)

KT/Is
Grantee

Project Director: Rage M. Bakhiet, Ph.D.

Total Grant Funds Requested: $50,500
Total Match Funds, (if applicable): $94,756.00

Signature, Chief Executive Officer (or authorized Designee):

Date: 2/25/11

Print Name/Title of Person Signing:

District Address: 900 Otay Lakes Road
Chula Vista, CA 91910-7299

State of California

Project Monitor: Sally Montemayor Lenz

Agency Address: 1102 Q Street, 4th Floor
Sacramento, CA 95811

<table>
<thead>
<tr>
<th>Item:</th>
<th>Object of Expenditure</th>
<th>Chapter</th>
<th>Statute</th>
<th>Fiscal Year</th>
<th>Amount</th>
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<td>4236 - 751 - 23042</td>
<td>712</td>
<td>2010</td>
<td>2010-11</td>
<td>$50,500</td>
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Total Amount Encumbered: $50,500

Signature, Accounting Manager (or Authorized Designee)

Date: 3/17/11

Signature, Executive Vice Chancellor (or authorized Designee)

Date: 3/28/10

Print Name/Title of Person Signing:

Steve Bruckman, Executive Vice Chancellor
**CONTACT PAGE**

**Funding Source(s):** California Community College Chancellor’s Office

**Project Title:** Mathematics, Engineering, Science Achievement (MESA) Program

**Institution:** Southwestern College

**Address:** 900 Otay Lakes Road

**City:** Chula Vista

**State:** CA

**Zip+4:** 91910-7299

<table>
<thead>
<tr>
<th>College President (or authorized Designee)</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Raj K. Chopra, Ph.D.</td>
<td><strong>Title:</strong> Superintendent/President</td>
</tr>
<tr>
<td><strong>Signature:</strong> [Signature]</td>
<td><strong>Date:</strong> 5/17/10</td>
</tr>
<tr>
<td><strong>Phone:</strong> (619) 482-6301</td>
<td><strong>Fax:</strong> (619) 421-0346</td>
</tr>
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<table>
<thead>
<tr>
<th>Responsible Administrator (Appropriate Program Area)</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Kathy Tyner, MS</td>
<td><strong>Title:</strong> Dean, School of Mathematics, Science and Engineering</td>
</tr>
<tr>
<td><strong>Signature:</strong> [Signature]</td>
<td><strong>Date:</strong> 5/14/10</td>
</tr>
<tr>
<td><strong>Phone:</strong> (619) 482-6344</td>
<td><strong>Fax:</strong> (619) 482-6503</td>
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<thead>
<tr>
<th>Project Director</th>
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<tbody>
<tr>
<td><strong>Name:</strong> Raga M. Bakhiet, Ph.D.</td>
<td><strong>Title:</strong> MESA Program Director</td>
</tr>
<tr>
<td><strong>Signature:</strong> [Signature]</td>
<td><strong>Date:</strong> 05/14/2010</td>
</tr>
<tr>
<td><strong>Phone:</strong> (619) 482-6381</td>
<td><strong>Fax:</strong> (619) 482-6503</td>
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<tr>
<th>Business Officer (or authorized Designee)</th>
<th></th>
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<tbody>
<tr>
<td><strong>Name:</strong> Nicholas Alioto, CPA</td>
<td><strong>Title:</strong> Vice President for Business &amp; Financial Affairs</td>
</tr>
<tr>
<td><strong>Signature:</strong> [Signature]</td>
<td><strong>Date:</strong> 5/14/10</td>
</tr>
<tr>
<td><strong>Phone:</strong> (619) 482-6310</td>
<td><strong>Fax:</strong> (619) 482-6323</td>
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<thead>
<tr>
<th>Application/Grant Writer (or authorized Designee)</th>
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<tbody>
<tr>
<td><strong>Name:</strong> Raga M. Bakhiet, Ph.D.</td>
<td><strong>Title:</strong> MESA Program Director</td>
</tr>
<tr>
<td><strong>Signature:</strong> [Signature]</td>
<td><strong>Date:</strong> 05/14/2010</td>
</tr>
<tr>
<td><strong>Phone:</strong> (619) 482-6381</td>
<td><strong>Fax:</strong> (619) 482-6503</td>
</tr>
</tbody>
</table>
APPLICATION ABSTRACT

Project Title: Southwestern College MESA Program

Project Director: Raga M. Bakhtiet, Ph.D.
Organization: Southwestern College
Address: 900 Otay Lakes Road
City: Chula Vista State: CA Zip + 4: 91910-7299
Phone: (619) 452-6381

(Summarize in 250 words or less below.)

Mathematics, Engineering, Science Achievement (MESA) Program at Southwestern College Summary

The MESA Program at Southwestern College (SWC) successfully fulfilled the MESA mission for the past sixteen years, by implementing all 13 criteria of the MESA model consequently enabling numerous students to succeed in graduating with degrees in STEM fields, transfer to 4-year institutions and pursue successful careers.

SWC is 12 miles south of San Diego and eight miles north of the U.S. - Mexico international border; it serves 3,146,274 residents (50% from ethnic minority groups). Area demographics are 30% Hispanic, 10% Asian or Pacific Islander, and 5% African-American. 607,714 families are below poverty level. Of the residents over the age of 25, only 20% have completed high school, 8% have earned an associate’s degree and 19% earned a bachelor’s degree.

Fall ’09 enrollment at SWC was about 21,000. 48% of students work to support themselves and 84% are ethnic minorities of whom 59% are Hispanic.

There are currently 143 active MESA Students. In addition, MESA serves 45 students funded by a 5 year NSF STEP grant ($74,000/year; 2007-2012). Demographics of the SWC-MESA students are 78% Latino, 11% Asian, 7.41% Filipino, 5.3% African-American and 4.2% Caucasian/Multi-racial; 67% are male and 33% female. Academic major demographics are: 42% engineering; 29% science (including biology, chemistry, pre-medicine or baccalaureate level nursing), 5% math or physics, and 7% computer science. For the 09-10 school year 23 students supported by MESA and NSF funding are transferring to 4-year institutions. Approximately 70% of the award winners in our host School of Mathematics, Engineering and Science (MSE) are MESA students.

1. SANDAG (http://www.sandag.org/)
# APPLICATION ANNUAL WORKPLAN (ONE OBJECTIVE PER PAGE)

<table>
<thead>
<tr>
<th>Objective</th>
<th>Procedures/Activities</th>
<th>Performance Outcomes</th>
<th>Timelines</th>
<th>Responsible Person(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Administrative Component</td>
<td>1.1 Full time Director, maintained as a permanent district employee providing effective management and leadership of MESA Program by orienting all program staff and faculty to their commitments to the MESA Program. Director will attend mandatory Directors’ meetings.</td>
<td>A full time permanent director, Dr. Raga Bakht is in place. Staff and Faculty will continue to be aware of the MESA mission and guidelines. will encourage MESA students to make use of the MESA center opportunities. Director will attend all MESA Statewide and regional meetings.</td>
<td>10/01/2010 - 6/30/2011 (see specific dates in the outcomes column)</td>
<td>MESA Director</td>
</tr>
<tr>
<td></td>
<td>1.2 Director will oversee schedule of all MESA faculty coverage of MESA center and/or office hours held at MESA center and compilation of a notebook containing all MSE faculty office hours to be available to students in the MESA Center and in Project Director's office.</td>
<td>Schedule of MESA faculty hours at the MESA center are displayed as part of the main tutoring and AEW schedule posted on the SWC-MESA website. Faculty notebook will be compiled and made available to students in the center.</td>
<td>07/01/2010 - 06/30/2011 (ongoing updates)</td>
<td>MESA Director, MESA Clerk</td>
</tr>
<tr>
<td>Objective</td>
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<tr>
<td>1. Administrative Component (continued)</td>
<td>1.3 Director will maintain all records up to date, to include data management and all reporting be done on time, continuing to update and refine data collection and record keeping mechanisms in coordination with statewide MESA Office. Director will also write and submit required program reports and renewal applications.</td>
<td>Records will be up-to-date for site visit.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, MESA Clerk, Responsible Administrator</td>
</tr>
<tr>
<td></td>
<td>1.4 Director is to promote faculty and industry members involvement in MESA activities and will Implement MESA\textit{Advantage} standards, as well as, develop and update effective promotional and informational materials including the MESA web site</td>
<td>Faculty involvement and faculty buy in will continue to be well maintained. Final outcome is maintenance of student standards and numbers. Students, faculty and industry aware of MESA\textit{Advantage}. MESA\textit{Advantage} Report Cards (updated 7/11/2010) issued to MESA students; promotional materials and MESA web page are developed and updated; MESA information easily accessible.</td>
<td>07/01/2010 09/20/2010 06/30/2011 (on-going)</td>
<td>Responsible Administrator, MESA Director, MESA Clerk</td>
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<td></td>
<td>1.5 Maintain a 50% clerical assistant position (could be a student)</td>
<td>A MESA Clerk will continue to be maintained at 100% for the year 2010-2011 MESA has a match of $94,746.0 (10 -11) that offsets the clerk’s salary and much more.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director</td>
</tr>
<tr>
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<tr>
<td>1. Administrative Component (continued)</td>
<td>1.6 Maintain 100-125 students</td>
<td>The director in partnership with the San Diego MESA Alliance procured <strong>funding from NSF for $74,000 per year for four years and a renewable fifth year.</strong> This will enable services (tutoring, internships, clerical assistance etc.) for at least 125 students.</td>
<td>07/01/2010 - 06/30/2011 ongoing until 2011 renewable for 2012</td>
<td>MESA Director</td>
</tr>
<tr>
<td>Objective</td>
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<tr>
<td>2. Student Center</td>
<td>2.1 Maintain a designated MESA study center for MESA students in or near STEM departments</td>
<td>MESA study center is maintained and located in a proximal position to all STEM departments</td>
<td>07/01/2010 - 06/30/2011</td>
<td>Responsible Administrator, MESA Director</td>
</tr>
<tr>
<td></td>
<td>2.2 Ensure that the Center is open for student use during school hours</td>
<td>Center open during hours when student need is greatest, namely 8 am - 5 pm (Fall and Spring Semesters); (9 am - 5 pm (Summer Session).</td>
<td>08/17/2010 - 06/30/2011</td>
<td>Responsible Administrator, MESA Director</td>
</tr>
<tr>
<td></td>
<td>2.2.1 Provide a complete listing of science related learning resource materials available for student use</td>
<td>List will be completed; information will be disseminated to participating students and faculty.</td>
<td>09/15/2010</td>
<td>MESA Director, MESA Clerk</td>
</tr>
<tr>
<td></td>
<td>2.3 Acquire manuals, textbooks, and solutions manuals as needed for MESA students to access through the MESA Center</td>
<td>Additional resources will be acquired including books and calculators, resources will be made available for MESA students.</td>
<td>09/30/2010; 10/09/2011</td>
<td>MESA Director, MESA Clerk, Participating Faculty</td>
</tr>
<tr>
<td>Objective</td>
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<td>3. Student Clustering</td>
<td>3.1 Select target course(s) for student clustering, contact target faculty member(s)</td>
<td>Target courses (General Chemistry I &amp; II; Calculus I, II, &amp; III; Algebra; Trigonometry; Calculus I, II, &amp; III; Statistics; Computer Programming) will be selected and target faculty member(s) contacted.</td>
<td>08/22/2010 - 01/20/2011</td>
<td>MESA Director, MESA Clerk, Participating Faculty, MESA Counselor</td>
</tr>
<tr>
<td></td>
<td>3.2 Review existing student educational plans and identify clustering groups for target courses</td>
<td>Clustering groups (General Chemistry I &amp; II, Calculus I, II, &amp; III; Physics I &amp; II) will be identified. Clustering happens by default.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, MESA Counselor, MESA Clerk</td>
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<td>3.3 Enroll students into target classes</td>
<td>Students will be enrolled in target classes (General Chemistry I &amp; II, Calculus I, II, &amp; III; Algebra; Trigonometry; Calculus I, II, &amp; III; Statistics; Computer Programming).</td>
<td>08/22/2010</td>
<td>Responsible Administrator, MESA Counselor</td>
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<tr>
<td>Objective</td>
<td>Procedures/Activities</td>
<td>Performance Outcomes</td>
<td>Timelines</td>
<td>Responsible Person(s)</td>
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<td>4. Academic Excellence Workshops (AEW)</td>
<td>4.1 Provide required training and evaluation for workshop peer facilitators. Use MESA CCP model</td>
<td>Training will be provided through SWC and SDSU resources. Facilitators' progress discussed with facilitators.</td>
<td>08/2010 01/2011</td>
<td>MESA Director, Participating Faculty</td>
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<td></td>
<td>4.2 Meet with faculty teaching selected target courses to identify topic areas for academic success workshops; develop list of topics scheduled and devise a plan for the semester workshops in each target course; schedule Academic Excellence Workshops; review and revise schedule for workshops as needed, and publish the schedule for the Academic Excellence Workshops.</td>
<td>Will meet with faculty to identify topic areas. List will be updated and AEW plans devised. Schedule will be completed, AEW’s covering pertinent course concepts. Schedule will be published in the Fall tutoring schedule; SWC students, faculty and staff will be reminded and made aware of continuing AEW’s.</td>
<td>08/01/2010 – 08/22/2010 12/04/2010 – 01/18/2011</td>
<td>MESA Director, Participating Faculty, AEW Facilitators</td>
</tr>
<tr>
<td>Objective</td>
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<td>5. Academic Counseling</td>
<td>5.1 Provide a designated MESA Counselor</td>
<td>MESA Counselor is in place and will have a schedule for hours spent at the MESA center, a total of 3 hours per week.</td>
<td>08/01/2010 – 06/30/2011</td>
<td>MESA Counselor</td>
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<td></td>
<td>5.2 Maintain a 3 year education plan for each student, updated each semester</td>
<td>SEP and academic plans to be on file in the MESA Office; MESA staff aware of student plans.</td>
<td>07/01/2010 - 06/30/2011 ongoing</td>
<td>MESA Director, MESA Counselor, MESA Clerk</td>
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<td></td>
<td>5.3 Early Alert: Maintain Progress report/early alert contacts, Implement the Early Alert System in which instructors identify students with academic problems, Develop effective intervention strategies for students identified by the Early Alert System</td>
<td>Revised academic plans are on file in the MESA Office. MESA staff will be aware of student plans. Early alert system will be implemented; Students with academic problems (very few) are identified and emails prepared for send off at the start of Fall semester; intervention strategies will be implemented for identified students; respective faculty members will be contacted requesting student’s early semester grades and recommend intervention.</td>
<td>10/01/2010 ; 02/30/2011</td>
<td>MESA Director, MESA Counselor, MESA Clerk</td>
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<td></td>
<td>5.4 Coordinate Program activities with the Transfer and Career Centers</td>
<td>MESA activities will continue to be coordinated and resources conserved.</td>
<td>08/22/2010 – 06/30/2011</td>
<td>MESA Director, Campus Council, MESA Counselor</td>
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<td></td>
<td>5.5 Provide effective small-group academic advising</td>
<td>Small-group academic advising will be provided. Tutors will be strongly encouraged to conduct group tutoring. Majors’ meeting will be continued once per semester.</td>
<td>07/01/2010 – 06/30/2011</td>
<td>MESA Counselor, MESA Director</td>
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<td>5. Academic Counseling (continued)</td>
<td>5.6 Provide academic counseling for all students enrolled in the MESA Orientation courses</td>
<td>Counseling will be provided; students discuss and complete their educational plans.</td>
<td>07/01/2010 – 06/30/2011</td>
<td>MESA Counselor, MESA Director</td>
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<td>Procedures/Activities</td>
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<td>6. MESA Orientation</td>
<td>6.1 Three-hour MESA orientation session per student or group of students (power point presentation). Students are also given a detailed handout including all the essential criteria for a MESA student, explaining the MESA mission, the successes of the MESA program, the opportunities offered by the program and the tutoring and AEW schedules, to mention a few items. The Director addresses all items in the handout. Both the orientation session and the accompanying handout are periodically updated and are made ready for delivery.</td>
<td>MESA students will be enrolled into courses.</td>
<td>07/01/2010 - 06/30/2011 (Once every 4 weeks)</td>
<td>MESA Director, MESA Counselor</td>
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<td></td>
<td>6.2 Schedule the MESA Orientation and Academic Planning Course for general sciences and for engineering: ENGR 101 (Introduction to Engineering) for Engineering students and PD 101 (Lifelong Success) for Science students.</td>
<td>MESA orientation courses will be scheduled and required for MESA Students.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, MESA Counselor</td>
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<td></td>
<td>6.3 Identify special speakers in professional development topics, in addition to course sessions</td>
<td>Speakers will be contacted. Funded by National Science Founds (NSF) STEP grant.</td>
<td>07/01/2010 - 06/30/2011 ongoing</td>
<td>MESA Counselor, MESA Director</td>
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<tr>
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<td>7. Student Support Services</td>
<td>7.1 Implement discipline-specific tutor training program, identify tutors through faculty input, and develop and publicize tutor schedule</td>
<td>Training program implemented. Tutors empower students to learn, and learn from each other. Qualified tutors will be identified. Schedule posted; students aware of tutor availability. NSF, FWS, DWS and Perkins funds are utilized in offsetting tutor salaries.</td>
<td>08/22/2010 - 06/30/2011 (updated as needed)</td>
<td>MESA Director Participating Faculty MESA Clerk</td>
</tr>
<tr>
<td></td>
<td>7.1.1 Evaluate tutor effectiveness</td>
<td>Evaluation forms will be completed, tutors’ progress discussed with tutors.</td>
<td>11/22/2010 ; 05/10/2011</td>
<td>MESA Director, MESA Clerk</td>
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<tr>
<td></td>
<td>7.2 Schedule workshops on study and test-taking skills, education planning, calculator workshops, and schedule and offer workshops on completing applications to senior institutions</td>
<td>Workshop plan completed, workshops offered, student cohorts participate in workshops. Workshops will be scheduled, student applications will be completed.</td>
<td>08/22/2010 - 06/30/2011</td>
<td>MESA Director, MESA Counselor</td>
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<td></td>
<td>7.3 Promote services provided by the Transfer and Career Centers, Puente Project, and Student Employment Services</td>
<td>Flyers, posters, email and other efforts to publicize services will be disseminated.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, MESA Clerk</td>
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<td>7.4 Plan and schedule Open</td>
<td>Open House will be implemented; MESA students have increased support from families.</td>
<td></td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, MESA Clerk</td>
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<td>House for MESA family members</td>
<td></td>
<td></td>
<td>TBD</td>
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<td>7.5 Plan and schedule the</td>
<td>Student Recognition School Meeting and Student Recognition Banquet (End-of-Year-Celebration &amp; Awards) implemented. Outstanding students recognized.</td>
<td></td>
<td>05/12/2011; 05/15/2011</td>
<td>MESA Director, SDMA, Responsible Administrator, MESA Clerk</td>
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<td>8. Student Outreach and Identification of MCCP Participants</td>
<td>8.1 Develop an effective recruitment campaign that includes promotional materials to make faculty, counselors, etc., aware of the MESA Program and its mission</td>
<td>SWC faculty and counselors are aware of MESA program features. Students are recruited into the Program. The outcome is increase of qualified MESA students.</td>
<td>07/01/2010 - 06/30/2011 (monthly school meetings-first Tuesday of every month)</td>
<td>MESA Director</td>
</tr>
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<td></td>
<td>8.2 Collaborate with the SWC Outreach Program to provide program previews to visiting students. Improve collaboration of the MESA Program with SWC Student Services</td>
<td>Collaboration implemented, program previews provided, students aware of MESA Program. Increase of qualified MESA students by 10 students at least. MESA students are encouraged to apply to other student service programs such as Puente and EOPS. Resources conserved by coordinating activities and calendars.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, Southwestern College, Outreach Coordinator</td>
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<td></td>
<td>8.3 Promote interest in careers in mathematics, science and engineering through Science Opportunity Day activities</td>
<td>Participation of students/staff/faculty in Science Opportunity Day students aware of MESA Program. Increase of qualified MESA students.</td>
<td>03/21/2011</td>
<td>MESA Director, MESA Clerk, Southwestern College, Outreach Coordinator</td>
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<td></td>
<td>8.4 Coordinate the monthly Math, Science, and Engineering Faculty Lecture Series</td>
<td>Math, Science, and Engineering Faculty Lecture Series will be conducted. Contacts will be made to build a complete schedule for the Fall 202010 semester. SWC students and faculty aware of MESA Program.</td>
<td>07/01/2010 - 05/30/2011</td>
<td>MESA Director, Faculty Participants</td>
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<tr>
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<tr>
<td>8. Student Outreach and Identification of MCCP Participants (continued)</td>
<td>8.5 Host high school student tours at the MESA center in collaboration with the SWC outreach program</td>
<td>High School students informed of MESA program. Tutors and counselor are distributing MESA brochures and giving informational session to interested high school student during their orientation at SWC sponsored by the outreach program. Increase of qualified MESA students to maintain 125 students every semester after many students transfer.</td>
<td>10/01/2010 - 05/26/2011</td>
<td>MESA Director, Southwestern College, Outreach Coordinator, Faculty Participants</td>
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<tr>
<td></td>
<td>8.6 Recruit outstanding MESA student club members to outreach high school students by means of engineering and science fairs, tutoring and advertising in their communities</td>
<td>High School students will be informed of MESA program. Increase of qualified MESA students.</td>
<td>10/01/2010 - 06/30/2011</td>
<td>MESA Director, Southwestern College, Outreach Coordinator, Faculty Participants, MESA students</td>
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<td></td>
<td>8.7 Organize University Tours for students with majors in Mathematics, Science and Engineering in collaboration with Southwestern College Transfer Center.</td>
<td>Faculty mentors at local transfer institutions will be identified. University Tours will be scheduled. MESA students will connect with university advisors.</td>
<td>10/01/2010 - 06/30/2011 Specific dates TBD</td>
<td>MESA Director, SDMA</td>
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<td>9. MESA Campus Council</td>
<td>9.1 Convene the MESA Oversight Committee</td>
<td>Meetings will be held. MESA Program components to be discussed, ideas for improvement recorded and followed up on by MESA staff. Meetings with individual members are in progress.</td>
<td>10/01/2010 - 06/30/2011 (meeting date TBD)</td>
<td>MESA Director, Responsible Administrator, Faculty Advisor</td>
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<td>Objective</td>
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<td>10. Professional Development (staff, faculty, workshop facilitators, mentors, student aides)</td>
<td>10.1 Identify and implement professional development needs of the faculty, workshop facilitators, mentors, student aides involved in MESA program</td>
<td>Staff development needs will be further identified. Activities to meet these needs will be offered / advertised.</td>
<td>10/01/2010 - 06/30/2011 ongoing - as available</td>
<td>MESA Director, MESA Clerk, Responsible Administrator</td>
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<td></td>
<td>10.2 Provide Tutor training course for all MESA tutors and AEW facilitators. Promote AEW facilitator training at SDSU</td>
<td>Tutors and facilitators better prepared to help MESA students.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director</td>
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<td>10.3 Provide computer and identify and implement web development training for MESA Clerk</td>
<td>MESA Clerk will be better prepared to handle MESA tasks. MESA website is to be improved.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director</td>
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<td>11. Student Organizations</td>
<td>11.1 Facilitate the development and operation of student organizations; encourage students to join available organizations; support faculty and student efforts to establish new student organizations.</td>
<td>Student organizations are active. Promotional flyers designed and disseminated. Students encouraged to join a student organization during meeting with Director. Provide assistance for establishment of new student organizations. Provide assistance for student leaders to write grants to cover travel to meetings for more students. <strong>Supplementary travel funds provided by NSF grant.</strong></td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, Faculty Advisor</td>
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<td>11.2 Connect SWC student organizations with their counterparts at local colleges and universities</td>
<td>Connections will be established and collaboration results in improved leadership and organizational activities. Joint Planning Conference (JPC) allows for networking among all student clubs in the area.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, San Diego MESA Alliance (SDMA)</td>
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<td>Procedures/Activities</td>
<td>Performance Outcomes</td>
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<td>12. Local Business and Industry Council as a result of Pro-Active Liaisons with MSP/MEP</td>
<td>12.1 MEP (SDSU) Convene the San Diego MESA Alliance (SDMA) Industry Advisory Board (IAB). San Diego MESA Alliance is comprised of SWC MESA, San Diego City College MESA, SDSU MEP, SDSU MSP and Imperial Valley MSP.</td>
<td>Meetings continue to be held once every 8 weeks; minutes recorded and on file. IAB aware of MESA mission.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, San Diego MESA Alliance (SDMA), Responsible Administrator</td>
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<td>12.2 Identify potential new members; invite them to serve on IAB</td>
<td>Invitations continue to be distributed to potential members. Increased membership.</td>
<td>on-going</td>
<td>MESA Director, SDMA, Responsible Administrator</td>
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<td>12.3 Develop and implement fund-raising plan. Write grant proposals to improve the financial stability of the SWC MESA Program and the SDMA. Successfully generate additional funding for the SWC MESA Program and the SDMA through external sources.</td>
<td>Plan is developed and implemented. IAB provides program resources. Funding opportunities identified; proposals written. The main proposal submitted to the National Science Foundation (NSF) was funded. Funds are continuously generated. NSF grant funded for a total of $1.9 million to the three higher education campuses of the Alliance. Southwestern College's share is $370,000 for 5 years.</td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, SDMA, Responsible Administrator</td>
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<td>12. Local Business and Industry Council as a result of Pro-Active Liaisons with MSP/MEP (continued)</td>
<td>12.4 Implement the MESA Advantage initiative in which standards based on industry recommendations are formulated and a report card addressing these standards is created. Students are encouraged to perform a number of activities to fulfill these industry standards and accordingly check off activities on the report card which is also confirmed by the MESA Director.</td>
<td>MESA Advantage activities in place. Students are inspired to complete as many “standard” activities as possible and are proud to check off more and more activities on their report card. Last update 7/11/2010. Industry recognizes the report card as a valid instrument in evaluating MESA students, after they have experienced the excellence of our student and the accuracy of the report card in describing their effective experience. The goal is realized when companies accept the report card in addition to the application from a MESA student. Hence the advantage for the MESA student.</td>
<td>Ongoing</td>
<td>MESA Director, San Diego MESA Alliance (SDMA), Responsible Administrator</td>
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<tr>
<td>12.5 Coordinate with UCSD Hughes Scholars program to recruit and select Southwestern College students to participate in their internship programs. Coordinate with UCSD/CAMP program to recruit and select SWC students to participate in their programs upon transfer.</td>
<td>SWC students are selected for internship opportunities continuously. SWC students will be selected for participation in specific programs at transfer institutions. <strong>NSF STEP funds</strong> ($25,000) and donations from the local Lipp Family Foundation ($12,000) provide paid team internships for our SWC MESA students.</td>
<td></td>
<td>07/01/2010 - 06/30/2011</td>
<td>MESA Director, Responsible Administrator</td>
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<tr>
<td>13. Pro-Active Liaisons with MSP/MEP</td>
<td>Please see Object #12</td>
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<td>Concurrent with Objective 12</td>
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</tbody>
</table>
## Application Budget Summary

**Note:** *When entering dollar amounts, round off to nearest dollar.*

*Submit Budget Detail Sheet for each funding source reflected here in cash or in-kind. Also explain expenditures by budget category.*

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Line</th>
<th>Project Funds Requested (1)</th>
<th>District Match Funds (2)</th>
<th>Other Source (NSF)</th>
<th>Other Source (DWS)</th>
<th>Other Source (FWS, Pending)</th>
<th>Other Source (Lipp Family Foundation)</th>
<th>Grand Total All Funding Sources</th>
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<td>Instructional Salaries</td>
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<td>$0</td>
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<td>$65,724</td>
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<td>Noninstructional Salaries</td>
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<td>$45,158</td>
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<td>Employee Benefits</td>
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<td>Supplies and materials</td>
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<td>$2,500</td>
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<td>Other Operating Expenses and Services</td>
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<td>$5,250</td>
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<td>Capital Outlay</td>
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<td>Other Outgo</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Total Direct Costs</td>
<td>8</td>
<td>$48,558</td>
<td>$94,756</td>
<td>$67,389</td>
<td>$4,000</td>
<td>$10,000</td>
<td>$12,000</td>
<td>$236,703</td>
</tr>
<tr>
<td></td>
<td>Total Indirect (4% of Line 8)</td>
<td>9</td>
<td>$1,942 (4%)</td>
<td>$0</td>
<td>$6,739 (10%)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$8,681</td>
</tr>
<tr>
<td></td>
<td>Total Program Costs</td>
<td>10</td>
<td>$50,500</td>
<td>$94,756</td>
<td>$74,128</td>
<td>$4,000</td>
<td>$10,000</td>
<td>$12,000</td>
<td>$245,384</td>
</tr>
</tbody>
</table>

1. Requested Project Funds (note limitations in the total award amount permitted by the RFA specification).
2. General Fund District Match (see RFA specifications for match percentage requirement). Line item match not required.
3. Other Sources of Funds or in-kind contributions. (Provide an Application Budget Detail Sheet for each funding source.)
4. Indirect Costs cannot exceed four percent (4%) of total direct costs (Line 8).

I certify this total costs proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations.

Project Director Signature: [Signature]

Date: 1/27/11

District Chief Business Officer Signature: [Signature]

Date: 1/27/11
# Application Budget Detail Sheet

**District:** Southwestern Community College District  
**College:** Southwestern College  
**Grant Number:** 10-101-  
**Program Year:** 2010-11  
**Source of Funds:** MESA Southwestern College

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Requested Funds</th>
<th>Gen. Fund Dist. Match</th>
<th>Other Sources</th>
</tr>
</thead>
</table>
| 1100                  | **Instructional Salaries**  
Name/Classification  
(Days/Hours) x (Daily/hourly rate) = $ |                  |                      |               |
| 1220                  | **Supervisors' Salaries**  
MESA Program Director (100% funded by district)  
(Days/Hours) x (Daily/hourly rate) = $ |                  | $65,724              |               |
| 1230                  | **Counselors' Salaries**  
Name/Classification (Days/Hours) x (Daily/hourly rate) = $ |                  |                      |               |
| 1420                  | **Project Director**  
Name/Classification (Days/Hours) x (Daily/hourly rate) = $ |                  |                      |               |
| 2140                  | **Classified Salaries, Noninstructional (Regular Full-time)**  
Name/Classification (Days/Hours) x (Daily/hourly rate) = $ |                  | $41,146              |               |
| 2200                  | **Instructional Aides' Salaries (Regular, Full-time)**  
Name/Classification (Days/Hours) x (Daily/hourly rate) = $ |                  | 4,000                |               |
| 2330                  | **Classified Salaries, Noninstructional (Non-Regular Full-time)**  
Student Workers  
(Days/Hours) x (Daily/hourly rate) = $ |                  | $4,012               | 10,000        |
| 2460                  | **Instructional Aides' Salaries (Non-Regular, Full-time)**  
Tutors and Workshops in mathematics, chemistry, physics and engineering  
(Days/Hours) x (Daily/hourly rate) = $ |                  | $30,390              |               |
| 3000                  | **Employee Benefits**  
MESA Director (12% of salary + $5,200)  
Project Clerk (20% of salary + $5,200)  
Instructional Aides (10% of wages earned) |                  | $29,032              | $4,249        |
| 4000                  | **Supplies and Materials**  
4440 Computer Software  
4540 Printing (center photocopy expenses)  
4910 Supplies (paper, ink cartridges, office supplies, etc.) | $200              | $2,085               | $0            |
| 4500                  | **Other Operating Expenses and Services**  
5223 Travel — Staff and student professional development (SHPE, NILA, AMSA, CMD, Experimental Biology, MESA Statewide) | $1,000            | $4,575               |               |
| 5000                  | 5288 Hospitality, MESA events, site rentals  
5320 Dues/Memberships  
5350 Phone  
5834 Postage | $1,000            | $0                   | $750           |
| 6000                  | **Capital Outlay**  
List type and costs  
Equipment |                  |                      |               |
| 7000                  | **Other Outgo**  
2343 Off Campus and Campus Interns  
Student financial aid / Other payments to students |                  | $37,000              |               |

**Total Direct Cost:** $48,558  
**Total Indirect Cost:** $1,942  
**Total Program Cost:** $50,500

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1. The following represent frequently-used account codes. Refer to Crossover chart for further options.  
2. Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)  
3. This is the person who is directly involved in the day-to-day ongoing activities.
## Application Budget Detail Sheet

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Other Sources (NSF)</th>
</tr>
</thead>
</table>
| 1100                  | Instructional Salaries  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ | |
| 1220                  | Supervisors' Salaries  
  MESA Program Director (100% funded by district) (Days/hours) x (Daily/hourly rate) = $ | |
| 1230                  | Counselors' Salaries  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ | |
| 1420                  | Project Director  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ | |
| 2140                  | Classified Salaries, Noninstructional (Regular Full-time)  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ | |
| 2200                  | Instructional Aides' Salaries (Regular, Full-time)  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ | |
| 2430                  | Classified Salaries, Noninstructional (Non-Regular Full-time)  
  Lecturers (Days/hours) x (Daily/hourly rate) = $ | $3,000 |
| 2460                  | Instructional Aides' Salaries (Non-Regular, Full-time)  
  Tutors and Workshops in mathematics, chemistry, physics and Engineering (Days/hours) x (Daily/hourly rate) = $ | $27,390 |
| 3000                  | Employee Benefits  
  MESA Director (12% of salary + $5,200)  
  Project Clerk (20% of salary + $5,200)  
  Instructional Aides (10% of wages earned) | $4,249 |
| 4000                  | Supplies and Materials  
  4910 Supplies (paper, ink cartridges, office supplies, etc.) | $2,500 |
| 5000                  | Other Operating Expenses and Services  
  5520 Dues/Memberships | $750 |
|                       | 2223 Travel – Staff and student professional development (SHPE, NLA, AMSA, CAMD, Experimental Biology, MESA Statewide) | $4,500 |
| 6000                  | Capital Outlay  
  List items and costs  
  Equipment | |
| 7000                  | Other Outgo  
  2343 Off Campus and Campus Interns  
  Student financial aid / Other payments to/for students | $25,000 |

**Total Direct Cost** $67,389  
**Total Indirect Cost** $6,739  
**Total Program Cost** $74,128

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4. The following represent frequently-used account codes. Refer to Crossover chart for further options.

5. Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)

6. This is the person who is directly involved in the day-to-day ongoing activities.
### Application Budget Detail Sheet

**District:** Southwestern Community College District  
**College:** Southwestern College  
**Grant Number:** 10-101-  
**Program Year:** 2010-11  
**Source of Funds:** MESA Southwestern College

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Other Sources (DWS)</th>
</tr>
</thead>
</table>
| 1100                  | **Instructional Salaries**  
  Name/Classification  
  (Days/hours) x (Daily/hourly rate) = $ |                      |
| 1220                  | **Supervisors’ Salaries**  
  MESA Program Director (100% funded by district)  
  (Days/hours) x (Daily/hourly rate) = $ |                      |
| 1230                  | **Counselors’ Salaries**  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ |                      |
| 1420                  | **Project Director**  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ |                      |
| 2140                  | **Classified Salaries, Noninstructional (Regular Full-time)**  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ |                      |
| 2200                  | **Instructional Aider’s Salaries (Regular, Full-time)**  
  Name/Classification (Days/hours) x (Daily/hourly rate) = $ | $4,000 |
| 2330                  | **Classified Salaries, Noninstructional (Non-Regular Full-time)**  
  Student Workers  
  (Days/hours) x (Daily/hourly rate) = $ |                      |
| 2460                  | **Instructional Aiders’ Salaries (Non-Regular, Full-time)**  
  Tutors and Workshops in mathematics, chemistry, physics and Engineering  
  (Days/hours) x (Daily/hourly rate) = $ |                      |
| 3000                  | **Employee Benefits**  
  MESA Director (12% of salary + $5,200)  
  Project Clerk (20% of salary + $5,200)  
  Instructional Aides (10% of wages earned) |                      |
| 4000                  | **Supplies and Materials**  
  4440 Computer Software  
  4540 Printing (center photocopy expenses)  
  4910 Supplies (paper, ink cartridges, office supplies, etc.) |                      |
| 5000                  | **Other Operating Expenses and Services**  
  5223 Travel – Staff and student professional development (SHPE, NILA,  
  AMSA, CAMD, Experimental Biology, MESA Statewide)  
  5288 Hospitality, MESA events, site rentals  
  5320 Dueas/Memberships  
  5550 Phone  
  5854 Postage |                      |
| 6000                  | **Capital Outlay**  
  Lists type and costs  
  Equipment |                      |
| 7000                  | **Other Outgo**  
  2343 Off Campus and Campus Interns  
  Student financial aid / Other payments to for students | Total Direct Cost $4,600  
  Total Indirect Cost  
  Total Program Cost $4,600 |

---

7. The following represent frequently-used account codes. Refer to Crossover chart for further options.
8. Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)
9. This is the person who is directly involved in the day-to-day ongoing activities.
## Application Budget Detail Sheet

**Object of Expenditure**

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100</td>
<td>Instructional Salaries</td>
</tr>
<tr>
<td>1220</td>
<td>Supervisors' Salaries</td>
</tr>
<tr>
<td>1230</td>
<td>Counselors' Salaries</td>
</tr>
<tr>
<td>1420</td>
<td>Project Director</td>
</tr>
<tr>
<td>2140</td>
<td>Classified Salaries, Noninstructional (Regular Full-time)</td>
</tr>
<tr>
<td>2200</td>
<td>Instructional Aides' Salaries (Regular, Full-time)</td>
</tr>
<tr>
<td>2330</td>
<td>Classified Salaries, Noninstructional (Non-Regular Full-time)</td>
</tr>
<tr>
<td>2460</td>
<td>Instructional Aides' Salaries (Non-Regular, Full-time)</td>
</tr>
<tr>
<td>3000</td>
<td>Employee Benefits</td>
</tr>
<tr>
<td>4000</td>
<td>Supplies and Materials</td>
</tr>
<tr>
<td>5000</td>
<td>Other Operating Expenses and Services</td>
</tr>
<tr>
<td>6000</td>
<td>Capital Outlay</td>
</tr>
<tr>
<td>7000</td>
<td>Other Outgo</td>
</tr>
</tbody>
</table>

### Classification

- **Instructional Salaries**
  - Name/Classification 
  - (Days/Hours) x (Daily/hourly rate) = $

- **Supervisors' Salaries**
  - MESA Program Director (100% funded by district) 
  - (Days/Hours) x (Daily/hourly rate) = $

- **Counselors' Salaries**
  - Name/Classification 
  - (Days/Hours) x (Daily/hourly rate) = $

- **Project Director**
  - Name/Classification 
  - (Days/Hours) x (Daily/hourly rate) = $

- **Classified Salaries, Noninstructional (Regular Full-time)**
  - Name/Classification 
  - (Days/Hours) x (Daily/hourly rate) = $

- **Instructional Aides' Salaries (Regular, Full-time)**
  - Name/Classification 
  - (Days/Hours) x (Daily/hourly rate) = $

- **Classified Salaries, Noninstructional (Non-Regular Full-time)**
  - Student Workers 
  - (Days/Hours) x (Daily/hourly rate) = $10,000

- **Instructional Aides' Salaries (Non-Regular, Full-time)**
  - Tutors and Workshops in mathematics, chemistry, physics and engineering 
  - (Days/Hours) x (Daily/hourly rate) = $

- **Employee Benefits**
  - MESA Director (12% of salary + $5,200) 
  - Project Clerk (20% of salary + $5,200) 
  - Instructional Aides (10% of wages earned)

- **Supplies and Materials**
  - 4440 Computer Software 
  - 4540 Printing (center photocopy expenses) 
  - 4910 Supplies (paper, ink cartridges, office supplies, etc.)

- **Other Operating Expenses and Services**
  - 5223 Travel - Staff and student professional development (SHPE, MILA, AHSU, CAMD, Experimental Biology, MESA Statewide) 
  - 5288 Hospitality, MESA events, site rentals 
  - 5330 Dues/Memberships 
  - 5350 Phone 
  - 5834 Postage

- **Capital Outlay**
  - List type and costs 
  - Equipment

- **Other Outgo**
  - 2345 Off Campus and Campus Interns 
  - Student financial aid / Other payments to/for students

### Other Sources (FWS)

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Direct Cost</th>
<th>Total Indirect Cost</th>
<th>Total Program Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000</td>
<td></td>
<td>$10,000</td>
</tr>
</tbody>
</table>

---

10. The following represent frequently-used account codes. Refer to Crossover chart for further options.

11. Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)

12. This is the person who is directly involved in the day-to-day ongoing activities.
## Application Budget Detail Sheet

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Other Sources (Lipp Family Foundation)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1100</strong> Instructional Salaries</td>
<td>Name/Classification (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>1220</strong> Supervisors' Salaries</td>
<td>MESA Program Director (100% funded by district) (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>1230</strong> Counselors' Salaries</td>
<td>Name/Classification (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>1420</strong> Project Director</td>
<td>Name/Classification (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>2140</strong> Classified Salaries, Noninstructional (Regular Full-time)</td>
<td>Name/Classification (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>2200</strong> Instructional Aides' Salaries (Regular, Full-time)</td>
<td>Name/Classification (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>2330</strong> Classified Salaries, Noninstructional (Non-Regular Full-time)</td>
<td>Student Workers (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>2460</strong> Instructional Aides' Salaries (Non-regular, Full-time)</td>
<td>Tutors and Workshops in mathematics, chemistry, physics and Engineering (Days/hours) x (Daily/hourly rate) = $</td>
<td></td>
</tr>
<tr>
<td><strong>3000</strong> Employee Benefits</td>
<td>MESA Director (12% of salary + $5,200) Project Clerk (20% of salary + $5,200) Instructional Aides (10% of wages earned)</td>
<td></td>
</tr>
<tr>
<td><strong>4000</strong> Supplies and Materials</td>
<td>4440 Computer Software 4540 Printing (center photocopy expenses) 4910 Supplies (paper, ink cartridges, office supplies, etc.)</td>
<td></td>
</tr>
<tr>
<td><strong>5000</strong> Other Operating Expenses and Services</td>
<td>5223 Travel - Staff and student professional development (SHPE, NILA, AMSA, CAMD, Experimental Biology, MESA Statewide) 5285 Hospitality, MESA events, site rentals 5320 Dues/Memberships 5550 Phone 5854 Postage</td>
<td></td>
</tr>
<tr>
<td><strong>6000</strong> Capital Outlay</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7000</strong> Other Outgo</td>
<td></td>
<td>Total Direct Cost $12,000 Total Indirect Cost Total Program Cost $12,000</td>
</tr>
</tbody>
</table>

---

13. The following represent frequently-used account codes. Refer to Crossover chart for further options.
14. Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)
15. This is the person who is directly involved in the day-to-day ongoing activities.
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 Grossmont-Cuyamaca Community College District

RECOMMENDATION

Ratify Agreement No. AR3256.11 with the Grossmont-Cuyamaca Community College District, for the Green Entrepreneurial Training Program, for the period May 4 to June 30, 2011, inclusive, in the amount of $11,000 income to the District.

RATIONALE FOR RATIFICATION

Contract was received by Grossmont-Cuyamaca Community College District March 31, 2011.

OVERVIEW

This agreement with Grossmont-Cuyamaca Community College District is for the purpose of providing training in business start-up and management to Clean Energy Workforce Training Program (CEWTP) graduates interested in establishing a business in the green field. We will provide curriculum development, presentations to students, individual one-on-one business counseling to students and overall coordination of the training program.

FISCAL IMPACT/ACCOUNT

$11,000 Income to District/Account No. 1-38896-050610-506 (Project Funds)

VC
Southwestern College Small Business Development And International Trade Center
Scope of Work

The purpose of this Scope of Work is to identify the roles and responsibilities of Southwestern College Small Business Development and International Trade Center (SBDITC) in supporting Grossmont-Cuyamaca Community College District’s California Clean Energy Workforce Training Program (CEWTP).

**Period of Performance:** May 4, 2011 to June 30, 2011

**Description:**

The purpose of the Green Entrepreneurial Training Program shall be to provide training on business start-up and management to CEWTP graduates interested in establishing a business in the green field. The Scope of Work (SOW) for this program includes: curriculum development, preparation of presentations, individual one-on-one counseling sessions for CEWTP students and overall organization of the training program. Services include all presentation components and materials outlined in this SOW.

**Total Compensation:** $11,000

- **Training Program:** $6,500, this includes cost of developing a basic 24-hour curriculum, delivery of training consisting of eight 3-hour sessions over an 8-week period, and training materials.
- **One-on-one counseling sessions:** $3,500. Four 1-hour counseling sessions will be offered to each student.
- **Indirect Costs:** $1,000.

**Timeline:**

Training will be delivered from May 4th – June 30th, 2011.

A final one-on-one counseling session for review of business plans will be conducted.

This comprehensive training program will have eight components as delineated below:

**Component 1: Introduction, Overview, Business Planning and Entrepreneurship**

**Description:** The goal is an overall view of the most relevant elements of business planning. Students will become familiar with the business planning process. Topics will include: business description, mission, marketing, financial management, operations, goals and objectives. These concepts will be reviewed in depth in the context of the components of the training program.
Trainers:  
SBDITC

Outcomes: Gain an understanding of the curriculum and expectations. At the end of this section students will have knowledge of basic business planning and will be able to outline their own business plan.

Component 2: Market Research Fundamentals

Description: The goal is to understand the importance of industry research and analysis. Conduct market research through the identification of industry specific resources. Identify customer profiles and target markets, case studies.

Trainers:  
SBDITC

Outcomes: Gain an understanding of the importance of market research, target markets, demographics, primary vs. secondary data and industry reports.

Component 3: Financing I Bookkeeping and Budgets

Description: The goal is to gain an understanding of accounting principles and concepts. The students will become familiar with accounting principles, accounting reports, balance sheet analysis, profit and loss report analysis, cash flow statements and start up budgets.

Trainers:  
SBDITC

Outcomes: At the end of this presentation students will have knowledge of basic financial and accounting principles. Initial start up costs, organization and control systems of operational financial resources.

Component 4: Financing II Financial Statements

Description: The goal is to gain an understanding of financial statements. Learn how to read financial statements. Learn the use of financial statements. Prepare practice budgets and financial statements.

Trainers:  
SBDITC


Component 5: Administrative and Operational Fundamentals
Description: The goal is an overall view of legal issues of a business. This section will include: Identify and select a legal structure for the business; identify and select necessary permits to operate a business entity in California; analyze and understand competition factors; learn the importance of competitive advantages; learn the importance of a SWOT Analysis; and identify an organizational structure.

Trainers:
SBDITC

Outcomes: At the end of this presentation students will have knowledge of common legal structures and practices of planning and organization.

Component 6: Marketing I Product and Promotion

Description: This section will offer an overall view of basic marketing concepts, and topics such the marketing plan, market study and marketing budget. Analyze promotion and advertising strategies to position company’s brand.

Trainers:
SBDITC

Outcomes: The objective of the session is to help the student to identify the potential of the market, evaluating the feasibility of their business in the marketplace. As well as the identification of organizations and resources that will be use as sources of information in their future business endeavors.

Component 7: Marketing II

Description: This section will offer an overall view of the strategic marketing plan that includes concepts such as: situational analysis, market analysis, goals and objectives, and market strategy.

Trainers:
SBDITC

Outcomes: At the end of this presentation students will have knowledge of the main concepts of a strategic marketing plan and they will adopt it to their own business experiences.

Component 8: Quickbooks – Bookkeeping Software

Description: This is an interactive hands-on session of the Quickbooks accounting software for small businesses. It covers: Set up QuickBooks, Work with Bank Accounts,
Accounts in QuickBooks, Enter Sales, Receive Payments and Making Deposits Entries; Enter, Pay and Track Bills; Track and Deposit Sales Tax.

Trainers:
Quickbooks Specialist

Outcomes: At the end of the session, students will leave with a data file to start performing their own bookkeeping.

Complementary Activities:

Additional activities of the training program:

a) Integrate a series of individual one-on-one counseling sessions with each one of the students. Four individual one-on-one counseling sessions will be offered to each student. The sessions will be in person or online. SBDTC will coordinate a video conferencing/chat system at the Cuyamaca College campus to provide access to the students to communicate with the counselors at the SBDITC. Students can also use their own computers to communicate with the counselors at designated meeting times. The sessions will be provided by SBDITC counselors. Cost: $3,500 (25 students x 4 sessions each = 100 hours x $35 per hour).

b) The students will complete an outlined business plan of their businesses at the end of the training. The business plan will include the major components of a typical business plan including start-up costs and financing needs, industry overview, marketing plan, and financial projections.

Program Materials:

The materials to be provided to the students for this training program are as follows:

Handouts -- Developed by the SBDITC, the handouts will cover additional information and exercises for each of the training components at no cost.

Quickbooks -- The SBDITC will provide access to Quickbooks software to be used with training students in using a small business accounting system at no cost.

Reporting:

It is required that any agency charging staff hours to ARRA funded projects report staff hours on a monthly basis. Information pertaining to 1512 reporting will be provided to SBDITC by Grossmont – Cuyamaca Community College District.
SBDITC shall sign and date student rosters of attendance each day they conduct class. Student rosters shall be provided to Grossmont – Cuyamaca Community College District CEWTP staff on a daily basis.

**Invoicing:**

SBDITC shall invoice Grossmont – Cuyamaca Community College District by the 8th working day of each month. All invoices must identify which classification dollar amounts are being charged to.

SBDITC will provide Grossmont – Cuyamaca Community College District with the total number of hours devoted to providing counseling services to students as well as the number of students who received said services. This information should accompany the invoice(s) that accounts for the time charged for counseling services provided to students. SBDITC shall develop an internal tracking tool which shall include names of students that counseling services were provided to for monitoring purposes.

**Fiduciary Responsibility:**

SBDITC must establish/maintain a sound financial management system to comply with the applicable financial, accounting and reporting requirements.

SBDITC is responsible for passing all applicable policies and regulations to their subcontractors, as well as monitoring the performance of those subcontractors, as it relates to the expenditure of the funds provided by Grossmont - Cuyamaca Community College District.

Office of Management and Budget (OMB) Circulars A-21, A-87, and A-122 (see links below), as well as the applicable Code of Federal Regulations (CFR) establish the cost principles for the various organization types and conform to “Generally Accepted Accounting Principles” (GAAP). GAAP are the accounting rules and procedures that have evolved through custom and common usage and are now recognized by authoritative bodies or conventions (such as the American Institute of Certified Public Accountants (AICPA) or Governmental Accounting Standards Board (GASB)). The central theme of GAAP is accountability and is intended to provide minimum standards, guidelines, and policy for financial accounting and reporting.

OMB Circular A-21 covers education institutions.  
http://www.whitehouse.gov/omb/circulars/a021/a021.html

OMB Circular A-87 covers state and local governments.  
http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html

OMB Circular A-122 covers non-profit organizations.  
http://www.whitehouse.gov/omb/circulars/a122/a122.html
Signatory Authority:

Grossmont-Cuyamaca College District:

[Signed] [Date 4/15/11]
Sue Rearic, Vice Chancellor of Business Services
Grossmont-Cuyamaca Community College District

Southwestern Community College District

[Signature] [Date]
Denise Whittaker, Interim Superintendent/President
Southwestern Community College District

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: AR3256.11
Date: 5/12/11
<table>
<thead>
<tr>
<th>Classification</th>
<th>Object of Expenditure</th>
<th>Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel/Salaries</td>
<td>Curriculum Development: 2 Consultants @ $45/hour for 64 hours total</td>
<td>$2,880.00</td>
</tr>
<tr>
<td></td>
<td>Instruction &amp; Prep: 4 Instructors @ $45/hour for 48 hours total</td>
<td>$2,160.00</td>
</tr>
<tr>
<td></td>
<td>Counseling: 25 students x 4 sessions each = 100 hrs x $35 per hr</td>
<td>$3,500.00</td>
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<tr>
<td>Personnel/Benefits</td>
<td>Benefits @ 10.12% of salaries</td>
<td>$864.25</td>
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<tr>
<td>Travel</td>
<td>Travel: 32 miles X 8 Days X $0.51/mile</td>
<td>$130.56</td>
</tr>
<tr>
<td>Other</td>
<td>Materials: Training Curriculum &amp; Handouts for 25 Students</td>
<td>$465.19</td>
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</table>

Total Direct Costs: $10,000.00  
Total Indirect Costs (10% of Direct Costs): $1,000.00  
Total Project Costs: $11,000.00
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NEOTIATION

INSTITUTION: SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CHULA VISTA, CA 91910-7299

The Facilities and Administrative (F&A) cost rate contain and/or other agreements issued or awarded to Southwestern Federal Agencies of the United States of America, in accordance with 2 CFR 220. The rate shall be used for forward pricing. Section I: RATE - TYPE: PREDETERMINED (PRED)

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FROM</th>
<th>TO</th>
<th>RATE</th>
<th>BASE</th>
<th>APPLICABLE TO</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pred.</td>
<td>7/1/2009</td>
<td>6/30/2011</td>
<td>40.96%</td>
<td>(a)</td>
<td>All Sponsored</td>
<td>ALL</td>
</tr>
</tbody>
</table>

(a) Direct salaries and wages.

SECTION II - GENERAL TERMS AND CONDITIONS

A. LIMITATIONS: Use of the rate set forth under Section I is subject to any statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available and consistent with any and all limitations of cost clauses or provisions, if any, contained therein. Acceptance of the rate agreed to herein is predicated upon all the following conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost pool as finally accepted and that all such costs are legal obligations of the grantee/contractor and allowable under governing cost principles; (2) that the same costs that have been treated as indirect costs are not claimed as direct costs; (3) that similar types of costs, in like circumstances, have been accorded consistent accounting treatment; (4) that the information provided by the contractor/grantee, which was used as the basis for the acceptance of the rate agreed to herein and expressly relied upon by the Government in negotiating the said rate, is not subsequently found to be materially incomplete or inaccurate.
B. ACCOUNTING CHANGES: The rate contained in Section I of this agreement is based on the accounting system in effect at the time this agreement was negotiated. Changes to the method(s) of accounting for costs, which affects the amount of reimbursement resulting from the use of this rate, require the written approval of the authorized representative of the cognizant negotiating agency for the Government prior to implementation of any such changes. Such changes include but are not limited to changes in the charging of a particular type of cost from indirect to direct. Failure to obtain such approval may result in subsequent cost disallowances.

C. PREDETERMINED RATE: The predetermined rate contained in this agreement is not subject to adjustment in accordance with the provisions of 2 CFR 220, subject to the limitations contained in Part A of this section.

D. USE BY OTHER FEDERAL AGENCIES: The rate set forth in Section I hereof is negotiated in accordance with and under the authority set forth in 2 CFR 220. Accordingly, such rate shall be applied to the extent provided in such regulations to grants, contracts and other transactions to which 2 CFR 220 is applicable, subject to any limitations in part A of this section. Copies of this document may be provided by either party to other Federal agencies which have or intend to issue or award grants and contracts using this rate or to otherwise provide such agencies with documentary notice of this agreement and its terms and conditions.

Accepted:

FOR SOUTHWESTERN COMMUNITY COLLEGE DISTRICT:

[Signature]
NICHOLAS ALIOTO
Vice President of Business and Financial Affairs
Date 4/16/00

FOR THE U.S. GOVERNMENT:

[Signature]
DEBORAH K. RAFI
Contracting Officer
Date 4/16/2010

For information concerning this agreement contact:
Beth Snyder
Office of Naval Research
875 North Randolph Street
Arlington, VA 22203-1995

Phone: (571) 329-4785
E-mail: beth.snyder@navy.mil
WORKFORCE INVESTMENT ACT FUNDING PROVISIONS

Contract General Provisions
1.0 CERTIFICATION / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

1.1 Sectarian Activities: There shall be no religious worship, instructions, or proselytizing as part of or in connection with the performance of this Contract.

1.2 Prior Findings: Contractor, by signing this Contract, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Contract with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

1.3 Debarment and Suspension Certification: By signing this Contract, the Contractor hereby certifies under penalty of perjury under laws of the State of California that the Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension (activities awarded) and Executive Order 12689 Debarment and Suspension (activities procured), 29 CFR Part 98, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transitions by any federal department or agency.

b. Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.

d. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause of default.

1.4 Lobbying Restrictions: By signing this Contract the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

a. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an
officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, 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 the lobbying restrictions be included in the award documents for Contract transaction over $100,000 (per OMB) at all tiers (including contracts and subcontracts, under grants, loan, or cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

1.5 Sweat-free Code of Conduct:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to Contractors' records, documents, agents or employees, or premises if
reasonably required by authorized officials of the Contractor, the
Department of Industrial Relations, or the Department of Justice to
determine the Contractors' compliance with the requirements under
paragraph 1 of the Sweat-free Code of Conduct.

1.6 Non Traditional Employment: The term "non traditional employee" refers to
Occupations and fields of work where individuals from one gender comprise less
than 25 percent of the individuals employed in such occupations or fields of
work. Contractor will use its best efforts to provide training and job placement in
those occupations and fields of work for persons of either underrepresented
gender.

1.7 Contractor shall ensure compliance with federal regulations requiring certification
of a drug-free workplace by implementing the following actions:

a. Provide written notification to all employees that the unlawful manufacture,
distribution, possession or use of a controlled substance is prohibited in the
workplace;

b. Establish a drug-free awareness program to inform employees about the
dangers of drug abuse in the workplace, available drug counseling and
rehabilitation and penalties for violations in the workplace;

c. Require employees to notify their employer within five (5) days if they are
convicted of a criminal drug violation that occurs in the workplace; and

d. Initiate action ranging from participation in a drug rehabilitation program to
dismissal against a convicted employee within thirty (30) days of the notice
to employer.

1.8 In accordance with the Child Support Compliance Act, the Contractor recognizes
and acknowledges:

The importance of child and family support obligations and shall fully comply
with all applicable state and federal laws relating to child and family support
enforcement, including, but not limited to, disclosure of information and
compliance with earnings assignment orders, as provided in Chapter 8
(commencing with Section 5200) of Part 5 of Division 9 of the Family code;
and That, to the best of its knowledge, it is fully complying with the earnings
assignment orders of all employees and is providing the names of all new
employees to the New Employee Registry maintained by the California
Employment Development Department.

1.9 In accordance with Section 163 of the Continuing Appropriations Resolution,
2010 Division B of Public Law No. 111-68 the Contractor by signing this Contract, does
swear under penalty of perjury, that none of the funds made available by this joint
resolution (WIA or ARRA funds) or any prior Act have been provided to ACORN or any
of its affiliates, subsidiaries or allied organizations, as indicated in the Department of
Labor’s (DOL) Training and Employment Guidance Letters (TEGL) 8-09 -- Guidance on Section 163 of the Continuing Resolution Regarding the Association of Community Organizations for Reform Now (ACORN), Attachment 2, issued on October 19, 2009.

2.0 EQUAL OPPORTUNITY AND NON-DISCRIMINATION

2.1 Contractor shall comply fully with the equal opportunity and nondiscrimination provisions of WIA. These provisions include the following seven elements:

a. Initial and continuing communication of EO policy and procedures;

b. Inclusion of EO provisions and nondiscrimination assurances in all sub-contracts, plans, and agreements;

c. Provision of program and site access to individuals with disabilities;

d. Collection and maintenance of EO data;

e. Maintenance of a discrimination complaint processing system; and

f. Implementing corrective actions for discrimination.

Contractor acknowledges the government’s right to seek judicial enforcement of the nondiscrimination assurance.

2.2 Contractor shall maintain, communicate, and adhere to policies that provide equal opportunity to access, admission, and provision of all services funded under this Contract, and shall prohibit discrimination on the grounds of race, color, religion, gender, national origin, age, physical or mental disability, political affiliation or belief, sexual orientation, and citizenship. This policy shall apply to Contractors, applicants, eligible applicants, participants, applicants for employment, employees, unions, or professional organizations holding collective bargaining or professional agreements with the Grossmont-Cuyamaca Community College District, and members of the public.

2.3 Contractor shall establish and maintain procedures for implementing prompt corrective action when noncompliance is found. Contractor shall communicate the Grossmont-Cuyamaca Community College District procedures for resolving allegations against the Contractor of noncompliance with applicable equal opportunity and non discrimination policies to:

a. Applicants,

b. Eligible applicants,

c. Participants, and

d. Applicants for employment.

2.4 During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall comply with Grossmont-Cuyamaca Community College District Equal Opportunity Program for all work to be performed by Contractor for Grossmont-Cuyamaca Community College District.

b. Contractor and each Subcontractor, if any, shall fully comply with:
1. Workforce Investment Act Section 188
2. Title VI of the Civil Rights Act of 1973, as amended
3. Section 504 of the Rehabilitation Act of 1975, as amended
4. Age discrimination Act of 1975, as amended
5. Title IX of the Education Amendments of 1972, as amended
6. Title 29 CFR Part 37 and all other regulations implementing these laws

c. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry or age.

d. Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Contract and debarment from participating on Department of Labor contracts for a period of not less than one (1) year.

3.0 ACCESS TO INDIVIDUALS WITH DISABILITIES

3.1 Contractor shall comply with the Americans with Disabilities Act of 1990, and all amendments to such act. Contractor shall ensure that facilities, training, and other services are fully accessible to qualified individuals with disabilities. Contractor must maintain policies that prohibit discrimination on the basis of physical or mental disability or life-threatening illnesses and must guarantee reasonable accommodation to the known limitations of qualified individuals with disabilities. Contractor shall require compliance with these policies in all subcontracts. See Section 33.0 of these General Provisions regarding subcontracting.

3.2 All recruitment materials and advertisements that are distributed to the public for programs or activities funded by this Contract shall contain the following statement:

“Equal opportunity employer/programs. Auxiliary aids and services are available upon request to individuals with disabilities.”

3.3 Where a telephone number is listed, Contractor shall provide a telephone number of any Telecommunications Device for the Deaf (TDD). If a TDD is not available, the Contractor shall provide the number of the California Relay Services (CRS) (1-800-735-2922 voice; 1-800-735-2929 TDD) as an alternative. The CRS is a service that relays messages to deaf persons via the telephone. A caller can contact the relay service by voice or TDD and an operator will then contact the party to be called, using voice or TDD.
4.0 **CLEAN AIR AND CLEAN WATER ACTS**

This clause applies only to contracts in excess of $100,000.

4.1 For governmental contract, Contractor shall comply with all applicable standards, orders, or requirements listed under section 306 of the Clean Air Acts (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall include this provision in any subcontractor it enters into for amounts in excess of $100,000.

4.2 For non-governmental contracts, Contractor shall comply will applicable standards, orders or regulations issues pursuant to the Clean Air Act (42 U.S.C. Sec 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sec 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

5.0 **ORDER OF PRECEDENCE**

5.1 In the event that a conflict exists between the different sections of this Contract, the following order of precedence shall prevail:

   a. Statement of Work
   b. Expenditure/Earnings Plan
   c. Contract Special Provisions, if any

6.0 **PERSONNEL PROCEDURES**

6.1 Contractor shall establish and maintain personnel policies and practices in accordance with federal, state, and local laws and regulations, including WIA Section 188 and all laws and all regulations implementing the laws specified.

6.2 Contractor shall ensure that none of its officers have been convicted of fraud or misappropriation of funds or any similar crime unless such conviction has been expunged or pardoned.

6.4 Grossmont-Cuyamaca Community College District is not liable for accrued vacation leave under this Contract for any Workforce Investment Act-funded position.

7.0 **APPLICABLE LAWS AND REGULATIONS**

Contractor shall comply with the Office of Management and Budget Circulars A-87, A-102, A-110, A-122, A-128 and A-133, as these circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents.
8.0 CONFIDENTIALITY

8.1 Contractors are responsible for maintaining the confidentiality and security of all State and County information obtained for the operation of WIA programs.

Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. With regards to confidential information, Contractor agrees:

a. To keep all confidential information furnished by EDD in the strictest confidence, and make information available to its own employees only on a “need-to-know” basis, as specifically authorized;

b. Instruct all employees with access to EDD information regarding the confidential nature of the information and the sanctions against unauthorized use or disclosures found in the California Civil Code Section 502, and the California Unemployment Insurance Code Section 2111;

c. Store and process such confidential Information in electronic format in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means; and

d. Return the EDD confidential information promptly or destroy all copies or derivations of the confidential information when its intended use ends, utilizing an approved method of confidential destruction: shredding, burning, or certified witnessed destruction.

9.0 EDUCATIONAL ASSISTANCE

9.1 Any Pell grant or other educational assistance funding received by Contractor on behalf of any participant served under this Contract shall be promptly reported to the Grossmont-Cuyamaca Community College District and shall be handled in accordance with 20 CFR Part 652 et al, Workforce Investment Act; final Rules.

9.2 Contractor shall ensure that:

a. The same expenses are not billed or paid twice,

b. Costs paid for through this Contract and through the Pell Entitlement grant or other educational assistance are clearly identified,

c. All grant funds shall be put toward tuition prior to the use of WIA dollars.

10.0 PAYMENT OF EMPLOYEE PAYROLL WITHHOLDINGS

Contractor shall pay employee payroll withholdings for federal, state, local taxes, FICA, and applicable insurance premiums, within the prescribed time schedules.
11.0 RELOCATION

No funds provided under this Contract shall be used or proposed for use to encourage or induce the relocation of an establishment that results in a loss of employment for any employee of such establishment at the original location.

12.0 WORK STANDARDS (APPLICABLE ONLY TO PROGRAM PARTICIPANTS)

12.1 A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.

12.2 Individuals in on-the-job training shall be compensated by the employer at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law.

12.3 Individuals employed in activities authorized under this Contract shall be paid wages that shall not be less than the highest of:

a. The minimum wage under section 6(a) (1) of the Fair Labor Standards Act of 1938,

b. The minimum wage under the applicable state or local minimum wage law, or

c. The prevailing rates of pay for individuals employed in similar occupations by the same employer.

12.4 Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.

12.5 Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

12.6 Where participants are not covered by Worker’s Compensation, they shall be provided with adequate on-site medical and accident insurance. Income maintenance insurance is not required for these participants.

12.7 All individuals employed in subsidized work experience or trained as an employee on OJT shall be provided wages and related benefits, and working conditions, to the same extent as other employees working a similar length of time and doing the same type of work.

12.8 No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits).
12.9 No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Contract that would be inconsistent with the terms of the collective bargaining agreement shall be undertaken without written concurrence of the labor organization and employer concerned.

12.10 No participant shall be employed or job openings filled when:
   
a. Any individual is on layoff from the same or any substantially equivalent job, or

b. The employer has terminated employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Contract.

12.11 No jobs shall be created that will infringe in any way upon the promotional opportunities of currently employed individuals.

12.12 No funds under this Contract shall be used to assist, promote, or deter union organizing.

12.13 All laborers and mechanics employed by Contractors or Subcontractors in any construction, alteration, or repair, including painting and decorating, that are receiving funds under this Contract shall be paid wages in accordance with the Davis-Bacon Act.

12.14 No participants under 18 years of age will be employed in any occupation that the Department of Labor has found to be particularly hazardous for persons between 16 and 18 years of age. Participants who are 14 to 15 years of age will participate only in accordance with the limitations imposed by the Fair Labor Standards Act of 1938, as amended and Sections 1285-1312 and 1390-1399 of the California Labor Code.

13.0 INSURANCE (Not applicable to Local Governmental Entities)

13.1 The Contractor shall procure and maintain during the entire period of performance under this Contract the following minimum insurance:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Casualty (fire and theft) covering all personal property acquired with Grossmont-Cuyamaca Community College District funds.</td>
<td>100%</td>
</tr>
</tbody>
</table>
13.2 Prior to commencement of work, Contractor shall furnish to Grossmont-Cuyamaca Community College District a Certificate of Insurance or written statement from the insurance carrier indicating the presence of the required insurance. The Certificate of Insurance shall list Grossmont-Cuyamaca Community College District as additional insured. The certificate or statement shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of Grossmont-Cuyamaca Community College District in such insurance shall not be effective until 30 days after written notice thereof to Grossmont-Cuyamaca Community College District.

13.3 Certificates or Statements shall be addressed to:

Grossmont-Cuyamaca Community College District  
Attention: Linda Bertolucci, Sr. Director Purchasing and Contracts  
8800 Grossmont College Drive, El Cajon, CA 92020

14.0 FIDELITY BONDING (Not applicable to Local Governmental Entities)

Prior to any disbursements, for any purpose other than obtaining fidelity bonds, Contractor agrees that all persons handling funds received or disbursements made hereunder shall be covered by a fidelity bond in an amount equal to 50% of the Contract amount up to a maximum of $100,000 and shall provide Grossmont-Cuyamaca Community College District with a copy of such bond. The terms of the bond shall include Grossmont-Cuyamaca Community College District as a named additional insured and an endorsement to the effect that the insurer shall notify Grossmont-Cuyamaca Community College District in writing of any cancellation or material change in the bonding coverage. In the event of cancellation or reduction, Grossmont-Cuyamaca Community College District shall make no further disbursement until it is assured that adequate coverage has been obtained.
15.0 WAGE AND SALARY LIMITS

15.1 Contractor shall not pay its employees funded under this Contract in excess of the occupational earnings paid in like positions in the San Diego Metropolitan area. The U.S. Department of Labor publication entitled, "Area Wage Survey for San Diego" may be used as a guide.

15.3 As stated in Public Law 109-234, Section 7013, Contractor shall not use funds appropriated to Grossmont-Cuyamaca Community College District through the DOL Employment and Training Administration (ETA) to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. A salary table providing this rate is listed on theFederal Office of Personnel Management Web-site www.opm.gov under Salaries and Wages. These levels are adjusted annually and the web-site is updated accordingly. Effective January 1, 2010 the salary and bonus limit is set at $179,700 until otherwise advised. Contractors shall follow the instructions for implementing the salary and bonus limitations as provided in the DOL Training and Guidance Letter (TEGL) 05-06, “Implementing the Salary and Bonus Limitations in Public Law 109-234.” This limit shall not apply to vendors providing goods and services as defined in the Office of Management and Budget Circular A-133.

15.3 Grossmont-Cuyamaca Community College District shall reimburse Contractor only for staff salaries/wages that are allowable under the funding source for this Contract (e.g. WIA) and are incorporated in Contractor’s budget.

15.4 Contractor must maintain complete time and attendance records for all personnel funded by Grossmont-Cuyamaca Community College District. This includes such records for administrative staff or participants receiving wages.

16.0 PROMPT SUBMITTAL

16.1 If Contractor is serving participants, Contractor agrees to complete and submit into the designated format and computer system, all participant data within three (3) working days after the transaction date, unless otherwise directed by the Grossmont-Cuyamaca Community College District staff, for evaluation purposes or interim/final closeout.

16.2 If Contractor is billing staff time to sub-contract using federal funds, Contractor agrees to provide billable staff hours in required format for 1512 reporting purpose by 10th of month, every month.

16.3 Contractor further agrees to submit correct and complete invoices on a regular basis, predetermined by Program Director. For the purpose or interim/final close out, invoices will be expected by May 31, 2010. Cost for such shall be projected to contract term.

16.4 Contractors that fail to enter required participant data and/or submit invoices by
the stated deadlines shall be subject to monetary penalties that must be paid from non-federal funds and other sanctions as specified below, and may also be subject to deobligation of funds.

17.0 PROGRAM INCOME

17.1 Contractor shall report all program income to Grossmont-Cuyamaca Community College District.

17.2 All income and earnings in any way attributable to activities funded under this Contract are program income.

17.3 Private-for-profit Contractor’s earnings will not be treated as program income.

17.4 Program income shall be reported to Grossmont-Cuyamaca Community College District monthly or periodically as instructed by Grossmont-Cuyamaca Community College District staff. These funds may be retained by the Contractor to underwrite additional training or training-related services pursuant to the program that generated them, consistent with the purposes of WIA or, and the program income procedures.

18.0 SUSPENSION OF FUNDING

18.1 Funds may be suspended in whole or in part for cause prior to or in lieu of Contract termination. Cause shall include, but is not limited to, the following:

a. Failure to comply in any respect with any of the terms or conditions of this Contract.

b. Any violation of applicable federal regulations or Grossmont-Cuyamaca Community College District guidelines.

c. Submittal of reports to Grossmont-Cuyamaca Community College District that are incorrect in any substantial and material respect.

d. The grant to the Grossmont-Cuyamaca Community College District for this program is terminated or suspended.

e. The Contractor is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by regulations, or by other policy announced by the grantor.

18.2 Upon suspension of Contract funding, Contractor agrees not to expend any funds related to or connected with the area of conflict from which the Grossmont-Cuyamaca Community College District has determined that suspension of Contract funding is necessary.
18.3 It is understood and agreed that it is deemed necessary, Contractor shall submit to the Grossmont-Cuyamaca Community College District a contract closeout package. Failure to submit said package shall result in the withholding of any final payment due under this Contract and/or payments or advances requested under other Grossmont-Cuyamaca Community College District-funded contracts until such time as the Grossmont-Cuyamaca Community College District receives Contractor's closeout package for this Contract.

19.0 PAYMENT

19.1 It is expressly understood by the parties to this Contract that the total compensation to be paid to Contractor shall not in any event exceed the amount indicated on the Contract Title Page. No expenditure of Contract funds shall be made or obligation incurred in excess of the amount authorized by any budget account title except as provided in this Contract.

19.2 Payments to Contractors will be made in the form of reimbursements of Contractor's costs incurred during the preceding month.

19.3 Contractor shall be reimbursed for administrative costs in proportion to program expenditures and any significant deviation from the operating budget may subject the Contractor to possible suspension of funding. The Grossmont-Cuyamaca Community College District may elect not to honor a particular payment request under this Contract if:

a. Contractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to the Grossmont-Cuyamaca Community College District.

b. Litigation is pending with respect to the performance by Contractor of any of its duties or obligations hereunder which may jeopardize or adversely affect the understanding of or the carrying out of this project, including any court action or proceeding involving the Federal Bankruptcy Code Title II.

c. Contractor is in default of this under this Contract, i.e., Contractor has materially failed to comply with any provision.

d. Contractor shall not have submitted the required statement and reports on the dates prescribed by the Grossmont-Cuyamaca Community College District.

20.0 COMMINGLING OF FUNDS

Funds provided to the Contractor under this Contract may not be commingled with those obtained from any other sources, nor shall these funds be used for any purpose other than payment of the reasonable, allowable and allocable expenditures incurred in
furtherance of this Contract. Specifically forbidden is the temporary “loan” or transfer of funds provided by the Grossmont-Cuyamaca Community College District under this Contract to other programs within the control of Contractor.

21.0 IN-KIND CONTRIBUTIONS/MATCHING FUNDS/STAND-IN COSTS

21.1 Contractor shall track, on a monthly basis, all in-kind contributions, matching funds, if required by the contract, and non-federal stand-in costs.

21.2 Contractor shall report to the Grossmont-Cuyamaca Community College District on forms provided to the Contractor by the Grossmont-Cuyamaca Community College District, all in-kind contributions, matching funds, if required, and non-federal stand-in costs on a monthly basis.

22.0 AUDIT

The following requirements apply to not-for-profit nonprofit and public organizations that expend $500,000 or more a year in federal awards from all sources for fiscal years ending after December 31, 2003. Non-profit and government organizations may not charge the cost of an audit to WIA or any other federal grant, if the organization expended less than $300,000 in total federal awards (all sources), beginning with audits of fiscal years ending on or after June 30, 1997.

19.1 Contractor shall be responsible for the procurement and conduct of audits in compliance with the Single Audit Act of 1984, as amended. An independent CPA firm must conduct the audit in compliance with the requirements of the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), as amended. The audit shall include a review of the financial statements and a review of all compliance areas of the funding source, e.g. WIA. Contractor shall provide the Grossmont-Cuyamaca Community College District with a copy of the completed audit no later than 30 days after receipt of the final audit report.

19.2 If a special audit of any work, services, records, or documents retained or used by Contractor in connection with this Contract is required by the Grossmont-Cuyamaca Community College District to safeguard program integrity, an independent CPA firm approved by the Grossmont-Cuyamaca Community College District and engaged by Contractor shall conduct such audit. The costs of which such special audit shall be borne by the Contractor and charged to the administrative cost category of the contract budget.

23.0 PROCUREMENT AND PURCHASES

23.1 Contractor shall have written procedures for the acquisition of goods and services. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts, including
conflict of interest. Each procurement must be documented and follow the guidance of 29 Code of Federal Regulations (CFR) Part 95, Sections 95.40 through 95.48 for institutions of higher education, hospitals and other non-profit and commercial organizations, 29 CFR Part 97, Section 97.36 for states and local government and OMB Circular A-133. Contractor shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring services.

23.2 All purchases of consumable supplies or materials, capital equipment and/or services made pursuant to this Contract shall be made by purchase order or by written contract.

23.3 Title to property and equipment that is rented or leased with an option to purchase by the Contractor shall be vested in the Grossmont-Cuyamaca Community College District if the Contractor exercises the option to purchase. The Grossmont-Cuyamaca Community College District shall be notified of any lease purchase agreement.

24.0 MAINTENANCE OF RECORDS/ACCESS TO RECORDS

24.1 Contractor shall maintain and safeguard participant files and records, program records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this Contract and to support payments to third parties for participant training/services such as on-the-job training reimbursements to employers, or payments of tuition fees.

24.2 As a condition to receiving WIA funds, the federal, State and Grossmont-Cuyamaca Community College District auditors, monitors, and their representatives shall have access to all Contract documentation and records at all times during the period that the Contract is in force, and for a period of five (5) years thereafter.

24.3 All Contract documentation or records, including bank accounts, accounting records and personnel records must be maintained within the geographical boundaries of San Diego County at all times during performance of this Contract and until such time as the Contract is audited.

24.4 Contractor shall maintain all records for a minimum of five (5) years from the Contract closeout date. If an administrative adjudication or litigation is commenced, the record retention period will be extended for the additional time required to complete the litigation. Should Contractor cease operations prior to the end of the five (5) year retention period, the Contractor shall either:

a. Notify the Grossmont-Cuyamaca Community College District as to the location of the repository of the records, or
b. Deliver the records to a location designated by the Grossmont-Cuyamaca Community College District.

25.0 PERMITS AND RESPONSIBILITIES

Contractor shall, without additional expense to the Grossmont-Cuyamaca Community College District, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, or state and municipal laws, codes, and regulations. Contractor shall take proper safety and health precautions to protect the work, the employees, the public, and the property of others.

26.0 PATENT RIGHTS/INTELLECTUAL PROPERTY

26.1 Contractor agrees to comply with U.S.C. 203, Patent Laws for Government Contracts and notify the Grossmont-Cuyamaca Community College District of any discovery or invention that arises or is developed in the course of or under this contract.

26.2 Contractor agrees that all intellectual properties created by the Contractor in the course of performance of Contractor’s duties under this Contract, including without limitation, all patentable and copyrightable inventions and recordings, in every format, are each a “work for hire” and are the sole and exclusive property of the State, except as provided in 37 CFR Regulations part 401.14 and CFR 97.34 where it is the property of DOL, as indicated in the WIA Sub grant Agreement, provision 19. In the event this Contract does not qualify as a “work for hire” agreement, in partial consideration for the compensation paid to Contractor pursuant to this Contract, Contractor hereby irrevocably assigns to Grossmont-Cuyamaca Community College District, on behalf of the State and DOL, in perpetuity, all of Contractor's rights, title, and interest in and to all copyrights, patents, know-how, and other forms of intellectual property created by Contractor in the course of performance of Contractor's duties under this Contract. Contractor agrees to execute any forms of assignment or transfer reasonably requested by the Grossmont-Cuyamaca Community College District during or following the term of this Contract in order to evidence the foregoing agreement of the parties.

27.0 CONFLICT OF INTEREST

Contractor will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by desire for private financial gain for themselves or others, particularly those with whom they have family, business, or other relationships. Contractor’s personnel shall not accept gratuities, favors, etc., from subcontractors or potential subcontractors.

Contractor shall ensure no duplication of services occurs, and that Grossmont-Cuyamaca Community College District funds supplement rather than supplant the level of effort.
28.0 PROGRAM MANAGEMENT

28.1 Contractor shall designate in writing to the Grossmont-Cuyamaca Community College District an individual to be the Contractor's primary point of contact. Any changes in the designated individual or change of Program Director or change in the responsible fiscal officer shall be reported in writing to the Grossmont-Cuyamaca Community College District within ten (10) working days.

28.2 Contractor shall indicate in writing to the Grossmont-Cuyamaca Community College District its office site(s) as well as its training site(s). Any changes in the office/training site(s) shall be reported to the Grossmont-Cuyamaca Community College District prior to the effective date(s) of the changes.

29.0 REQUEST FOR DATA

Contractor shall provide on request of Grossmont-Cuyamaca Community College District, or its authorized agent, programmatic or financial information not necessarily addressed elsewhere in this Contract. Such data may include, but is not necessarily limited to, Contractor's past, present, or projected financial condition, balance sheets, or fund statements of revenues and expenses, cash flow statements, detailed list and schedule of liabilities with appropriate explanatory annexes.

30.0 ENTIRE CONTRACT

This Contract represents the sole and entire agreement between Grossmont-Cuyamaca Community College District and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both Grossmont-Cuyamaca Community College District and Contractor.

31.0 CONTRACT MODIFICATIONS

31.1 Procedure: Contractor shall submit any request for change in writing with a complete justification and explanation.

31.2 Grossmont-Cuyamaca Community College District Response: Contractor shall receive written notification from the Grossmont-Cuyamaca Community College District indicating the disposition of any request for contract modifications.

31.3 Grossmont-Cuyamaca Community College District Authority: The Grossmont Cuyamaca Community College District may make certain limited unilateral modifications to this Contract at any time under the following circumstances:
   a. There is an increase or decrease in federal or state funding levels.
   b. A modification to the Contract is required in order to implement an adjustment to a Contractor's plan.
c. Funds awarded to the Contractor have not been expended in accordance with the schedule included in the approved Contractor’s plan. If after consultation with the Contractor, the Grossmont-Cuyamaca Community College District has determined that the funds will not be spent in a timely manner, such funds will be for that reason, to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, recaptured by the Grossmont-Cuyamaca Community College District for reallocation.

d. There is a change in state and federal law or regulation requiring a change in the provisions of this Contract.

31.4 No contract modifications will be accepted after March 31, for contracts ending on June 30, of a particular program year.

31.5 An amendment is required to change the Contractor’s name as listed on this Contract. Upon receipt of legal documentation of the name change, the Grossmont-Cuyamaca Community College District will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

32.0 ASSIGNMENT

Contractor’s services are unique to the needs of Grossmont-Cuyamaca Community College District. Contractor shall not assign or transfer any interest in this Contract, whether by assignment or notation, without the prior written consent of Grossmont-Cuyamaca Community College District, provided however that claims for money due or to become due to the Contractor from the Grossmont-Cuyamaca Community College District under this Contract may be assigned to a bank, trust company or other financial institution, without such approval. The Contractor shall furnish notice of any such allowed assignment or transfer promptly to Grossmont-Cuyamaca Community College District by the Contractor.

33.0 INDEPENDENT CONTRACTOR STATUS

33.1 Contractor enters into this Contract and will remain through the term of the Contract as an independent contractor. Contractor agrees that it is not and will not become an employee, partner, agent, or principle of Grossmont-Cuyamaca Community College District while this Contract is in effect.

Contractor agrees it is not entitled to the rights or benefits afforded to Grossmont-Cuyamaca Community College District’s employees, including disability or unemployment insurance, worker’s compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at his own expense, disability, unemployment, and other insurance, worker’s compensation, training, permits and licenses for Contractor and Contractor employees and subcontractors.
Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of compensation paid by Grossmont-Cuyamaca Community College District to Contractor for services under this Contract. On request, Contractor will provide Grossmont-Cuyamaca Community College District proof of timely payment. Contractor agrees to indemnify Grossmont-Cuyamaca Community College District for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor's failure to comply with this provision.

33.2 The Grossmont-Cuyamaca Community College District will not be obligated or liable hereunder to any party other than Contractor. Contractor shall so notify all subcontractors.

33.3 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract. Any such employment or other duties shall have prior written approval of Grossmont-Cuyamaca Community College District.

34.0 SUBCONTRACTING

34.1 All subcontracts, except on-the-job training contracts, which shall conform to applicable program guidelines, are subject to Grossmont-Cuyamaca Community College District approval prior to implementation and shall provide for compliance with Section 4.0 of these General Provisions regarding Public Law 101-336, Americans with Disabilities Act of 1990. Only work or services provided in this contract may be subcontracted; furthermore, such subcontracts must be identified in the appropriate program or services budget.

34.2 Written subcontracts for any work or services subcontracted shall be provided to the Grossmont-Cuyamaca Community College District with written request for approval of the subcontract, and must be kept on file by the Contractor.

34.3 The request for approval of any proposed subcontract shall include a subcontract monitoring plan that describes the planned dates and content of each subcontract monitoring visit. The Contractor shall provide a written report of each monitoring visit to the Grossmont-Cuyamaca Community College District within ten days of each visit.

34.4 Subcontracts shall include all requirements and restrictions that apply to this Contract.
35.0 INDEMNIFICATION

Performance of this Contract and all work or obligations covered by and arising out of this Contract shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to all work or obligations covered by or arising out of this Contract, or the performance thereof, indemnify, hold harmless and defend the Grossmont-Cuyamaca Community College District, and/or employees from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys’ fees), arising directly or indirectly from this Contract, or the performance thereof, except to the extent that the matter in question has been caused by the Grossmont-Cuyamaca Community College District’s sole negligence or sole willful misconduct.

36.0 ATTORNEYS’ FEES AND COSTS

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

37.0 SEVERABILITY OF PROVISIONS

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

38.0 NOTICE

Any notice that may or must be given by any party under this Contract will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended.

Any notice given to either party shall be sent to the respective address set forth on the signature page of the Contract, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section.

A notice sent pursuant to the terms of this Section shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after the deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.
39.0 TERMINATION FOR DEFAULT

If either party defaults in the performance of this Contract, the non-defaulting party may terminate this Contract if such default is not cured by the defaulting party within ten (10) business days after receipt of written notice specifying the default.

40.0 TERMINATION ON OCCURRENCE OF STATED EVENTS

This Contract will terminate automatically on the occurrence of any of the following events:

a. Bankruptcy or insolvency of either party;
b. Sale of Contractor’s business;
c. Death of Contractor.

41.0 TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available by Grossmont-Cuyamaca Community College District to support continuation of this Contract, this Contract shall be cancelled as of the effective date set forth in the termination notice and Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this Contract.

42.0 TERMINATION FOR CONVENIENCE

Grossmont-Cuyamaca Community College District, by thirty (30) day written notice, may terminate this Contract, in whole or in part, when it is in the best interests of Grossmont-Cuyamaca Community College District. If the Contract is for supplies and is so terminated, Contractor shall be compensated in accordance with its auditable costs to point or notification of termination. To the extent that the Contract is for services and is so terminated, Grossmont-Cuyamaca Community College District shall be liable only for payment in accordance with the payment provisions of the Contract for the actual services rendered to the effective date of the termination.

43.0 INCIDENT REPORTING

Contractor shall fully comply with Procedures for reporting incidents, including but not limited to criminal fraud, criminal abuse or other criminal activity and noncriminal complaints, such as waste of funds, to the Compliance Review Division (CRD) of the Employment Development Department (EDD) and the Department of Labor’s (DOL) Office of Inspector General (OIG) in accordance with WIAD02-03.
**Contractor Information:**
Southwestern College
Small Business Development And International Trade Center
Southwestern College Higher Education Center
880 National City Boulevard, Suite 103
National City, CA 91950
(619) 482-6494
POC: Victor Castillo, Director
Small Business Development & International Trade Center (SBDITC)
Southwestern College

**Key Code:** 1466496-5120 WIA
**Contract Amount:** $11,000
**Contract Term:** May 4, 2011 to June 30, 2011

**Purpose of Contract:** The purpose of the Green Entrepreneurial Training Program shall be to provide training on business start-up and management to CEWTP graduates interested in establishing a business in the Green field. The Contractor will provide curriculum development, presentations to students, individual one-on-one counseling to students and overall organization of the training program.

**Vendor Procurement:** As Community Colleges are required partners under CEWTP grants, procurement in not required. See attached e-mail from EDD.

**Contract Specifics:** Southwestern College will create green entrepreneurial curriculum to support and deliver training and entrepreneurial related counseling to 25 CEWTP participants.

**In-Kind:** N/A
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 Alvarez, MA  
Dean, Higher Education Center at Otay Mesa

SUBJECT: Agreement with Scripps Health

RECOMMENDATION

Approve Agreement No. AR3260.11 with Scripps Health, dba Scripps Clinic, Scripps Coastal Medical Center, Scripps Green Hospital, Scripps Memorial Hospital Encinitas, Scripps Memorial Hospital La Jolla, Scripps Mercy Hospital Chula Vista, and Scripps Mercy Hospital, to provide clinical training experiences, for the period July 1, 2011 to June 30, 2014, inclusive, at no cost to the District.

OVERVIEW

The College’s health occupation programs require agreements with health care agencies to provide the clinical hours mandated by the regulatory agencies. The students enrolled in the health occupation programs gain valuable training experiences from agencies such as Scripps Health. This training is required by the regulatory agencies, is necessary to meet requirements for certification at program completion, and helps prepare our graduates for employment.

FISCAL IMPACT/ACCOUNT

No cost to the District.

IA:pk
MEMORANDUM OF UNDERSTANDING

between

Southwestern Community College District

hereafter referred to as “College/University”

and

Scripps Health, doing business as Scripps Clinic, Scripps Coastal Medical Center, Scripps Green Hospital, Scripps Memorial Hospital Encinitas, Scripps Memorial Hospital La Jolla, Scripps Mercy Hospital Chula Vista, and Scripps Mercy Hospital

hereafter, collectively referred to as “Facility”

WHEREAS, the College/University has established degree programs in Associate Degree Nursing (ADN), Certified Nursing Assistant (CNA), Operating Room Nursing, Surgical Technology, Medical Assistant (MA), and Billing/Coding, and requires the use of health care facilities for the clinical training of its students; and

WHEREAS, the Facility has the required health care facilities in which the College/University’s students can obtain their clinical education experience; and

WHEREAS, the College/University and the Facility desire to affiliate for the purpose of providing clinical experience at the Facility for students enrolled in the College/University’s Associate Degree Nursing (ADN), Certified Nursing Assistant (CNA), Operating Room Nursing, Surgical Technology, Medical Assistant (MA), and Billing/Coding degree programs.

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

I. College/University has the following responsibilities.

1. Provide adequate academic preparation of the student (theory and skills).

2. Provide adequate laboratory experiences (within reason, limitations, and resources) in all usual and basic educational and training activities before the student is assigned to the clinical facility for the achievement of specified objectives. These experiences shall involve the student working with a fellow student under the supervision and guidance of a qualified faculty member or instructor.
3. Assign only those students who have achieved at least the minimal level of competency in all courses and who are in good standing, according to the policies of the College/University, to Facility for a clinical experience.

4. Provide the Facility with current copies of curriculum objectives and course descriptions for all required courses.

5. Provide the Facility with current information on program accreditation status.

6. Select and assign students to the Facility in accordance with agreed to schedules.

7. Transmit to the Facility thirty (30) days prior to assignment for clinical education, the name of the student with appropriate biographical information.

8. Provide the Facility with evidence of each student’s (and faculty member’s, if applicable) immunity for Measles (Rubella and Rubeola), Mumps, Chicken Pox, Tuberculosis, and Hepatitis B, which may include the following information:

**Measles and Mumps:** acceptable proof is any one of the following:
- Documentation of 2 doses of Rubeola, 2 doses of Mumps, and 1 dose of Rubella after 1st birthday
- Laboratory evidence (titer) of immunity
- Documentation of physician-diagnosed Rubella disease, Rubeola disease, or Mumps disease

**Chicken Pox:** acceptable proof is any one of the following:
- Documentation of 2 doses of chicken pox vaccine
- Laboratory evidence (titer) of immunity

**Tuberculosis Screening:** acceptable TB clearance includes:
- *Negative TB Skin Test Reactors:* Mantoux (PPD) TB skin test with negative result within 6 months of beginning clinical experience
- *Positive TB Skin Test Reactors:* Normal chest x-ray within 6 months of starting clinical experience and asymptomatic per TB symptom screening questionnaire

**Hepatitis B:** acceptable clearance includes one of the following:
- Immunity titer
- Proof of immunization or declination on file

**Flu Vaccination/Declination:** acceptable proof is any one of the following:
9. Provide students with information and training on universal precautions which include but are not limited to (a) the hazards associated with blood and other potentially infectious materials, (b) protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) appropriate action to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) reasons the student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. Documentation is maintained by the College.

10. Maintain current professional and general liability insurance or equivalent programs of self insurance covering the College/University, its employees, and faculty with minimum limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate. As evidence of such coverage, the College/University will provide a Certificate of Insurance to the Facility upon execution of this Memorandum of Understanding. The College/University agrees that the College/University’s coverage, if in a claims-made form, will include tail coverage as necessary, so that the College/University is insured for a period of three (3) years after the last day that one of its students or faculty members participates in clinical experience activities at the Facility. All insurance obtained will be through a reputable and financially stable insurer.

11. The College/University shall provide evidence of professional liability insurance coverage for each student assigned to the Facility with minimum limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate. As evidence of such coverage, the College/University shall provide a Certificate of Insurance to the Facility when a student is scheduled for clinical experience at the Facility. Student coverage, if in a claims-made form, will include tail coverage as necessary, so that the student is insured for a period of not less than three (3) years after the last day of the student’s clinical experience at the Facility. All insurance obtained will be through a reputable and financially stable insurer.

12. Provide appropriate orientation of the student to the Facility prior to assignment to the Facility (materials provided by Facility).

13. Maintain all records of student performance as evaluated and transmitted by the Facility.

14. Designate, in writing to the Facility, the name and credentials of the faculty member, who serves as the Academic Coordinator of Clinical
Education (hereinafter “ACCE”), and who will coordinate with a designee of the Facility (Center Coordinator of Clinical Education; hereinafter “CCCE”). The ACCE and the CCCE together shall direct the clinical experience schedule of each student participating in this clinical experience.

15. Contact the Facility at least once during each clinical education period for the purpose of conferring with the Center Coordinator of Clinical Education and the assigned student with respect to the student’s progress and development.

16. Instruct students in their responsibilities during clinical interactions, including:

a. All students are required to show evidence of health insurance coverage valid through the course of their clinical experience. The College/University shall advise each student (and faculty member, if applicable) that he or she must have health insurance covering him or her in California for the term of his or her clinical experience. The College/University acknowledges that the Facility may refuse to accept any student who does not provide proof of such coverage prior to commencing his or her clinical experience.

b. Students must provide permission to the College/University to share with Facility proof of pertinent health clearances. The College/University shall require for all students a physical exam and negative skin test for tuberculosis within one year of the clinical assignment. A chest X-ray is required should the skin test be positive. Evidence of current vaccination or immunity status for tetanus, measles, rubella, and hepatitis B is also required for participation in the clinical experience program. The student must sign a disclaimer if a required vaccination is refused after being informed of the benefits and risks of vaccination. If the Facility requires shorter periods or additional vaccinations, the student is responsible for meeting those requirements prior to starting the clinical experience.

c. The student must certify in Basic Life Support (Cardiopulmonary Resuscitation) at the professional level through the American Heart Association.

d. The student must follow the dress code for clinical practice as established by the College/University’s Policies and Procedures Manual, if acceptable to the Facility, or follow the dress code per the Facility’s policy.
e. The student must abide by the rules, regulations, policies, and procedures of both the Facility and the College/University. Failure to do so may result in termination of the clinical experience.

f. The student must conduct him/herself in a manner consistent with his/her responsibilities.

g. The student must respect and uphold the patient’s rights, privacy and dignity.

h. The student is responsible for all costs of clinical education, including tuition, books, transportation, uniforms, housing and meals.

i. The student must notify the Facility and the College/University immediately whenever absence from the Facility is unavoidable (illness and emergencies only).

17. The College/University acknowledges that the Facility will screen students using the Office of the Inspector General’s online screening process and will only accept students who are not subject to exclusion from participation in any Federal health care program. If necessary, the College/University agrees to advise the student that he or she may be required to provide his or her Social Security Number to the Facility for verification purposes. A student may refuse to provide his or her Social Security Number; however, the College/University acknowledges that if a student so refuses, he or she will not be accepted to participate in the clinical experience program. The College/University warrants and represents that the College/University itself has not been excluded from participation in any Federal health care program.

18. The College/University acknowledges that the Facility will perform criminal background checks on students prior to the beginning of each student’s clinical experience, at the student’s expense, and will only accept students who successfully pass such background check. If necessary, the College/University agrees to advise the student that he or she may be required to provide identifying information in order to facilitate the background check. A student may refuse to provide such information; however, the College/University acknowledges that if a student so refuses, he or she will not be accepted to participate in the clinical experience program.

19. The College/University and its students shall at all times comply with any standards and accreditation requirements of the Joint Commission on Accreditation of Healthcare Organizations, as related to this Memorandum of Understanding.
20. The College/University shall comply with all applicable local, State, and Federal laws and regulations governing the College/University’s obligations hereunder.

II. The Facility has the following responsibilities:

1. Designate a staff member to serve as Center Coordinator of Clinical Education. This individual will designate an educationally and legally qualified practitioner who will serve as the Clinical Instructor to the student.

2. Provide clinical learning experiences for the student, which are appropriate to the education level of the student and which conform to the specified objectives to be achieved (as submitted to the Facility by the College/University) and practice standards.

3. Provide additional clinical learning experiences based on resources of the Facility and needs of the student.

4. Instruct, supervise and guide the student in all learning activities.

5. Provide orientation to the Facility, and to essential administrative policies and procedures.

6. Communicate with the student at specified times throughout the clinical period.

7. Conduct a written summary evaluation of the student’s progress at the mid-term and at the close of the clinical period.

8. Maintain records on student’s performance.

9. Transmit these records to the College/University according to the schedule established by the Academic Coordinator of Clinical Education prior to the experience.

10. Assist students (and faculty members, if applicable) in obtaining emergency health care, at the expense of the student (or said faculty member), in the event of illness or injury occurring while at the Facility for clinical experience.

11. When available, provide for the use of the Facility library or additional educational resources by the student according to policies and procedures established by the Facility.
12. Inform the College/University of any change in accreditation status.

13. Maintain current hospital professional and general liability insurance, through its participation in its self-insurance / insurance program, covering the Facility, its officers, and employees with minimum limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate. As evidence of such coverage, the Facility will provide a Certificate of Insurance to the College/University upon written request.

14. The Facility may remove a student from the clinical experience program whose health, conduct, behavior, or clinical performance compromises patient care or the operation of the Facility.

15. The Facility retains professional and administrative responsibility for services rendered to its patients as a condition of licensure required by California Code of Regulations, Title 22 §70713. Notwithstanding the foregoing, the College/University acknowledges and agrees that the Facility’s obligations in this regard shall not diminish the College/University’s duties, obligations, or liabilities for services performed pursuant to this Memorandum of Understanding.

III. Mutual Terms between College/University and Facility:

1. Quality patient care is of highest priority at all times. Assignment of the student will not have a negative effect on the quality of patient care.

2. There shall be no discrimination on the basis of race, color, creed, religion, sex, handicap, or national origin in the placement and evaluation of the student.

3. The number of students and clinical period times shall be mutually agreed upon by both parties and will be subject to the availability of the Facility’s personnel for teaching and supervision. The College/University shall contact each Facility separately before sending a student to participate in the clinical experience program to determine if the Facility is able to accept such student at that time. No Facility will be bound to accept a student, unless it is willing and able to accept that student for the time period requested.

4. There shall be no monetary obligation between the College/University and the Facility. Any compensation whatsoever paid by the College/University under this Memorandum of Understanding, including stipends, benefits and other costs as agreed by the parties, shall be paid directly to the Facility, and the College/University agrees that it shall not provide any compensation to the Facility’s employees.
The College/University and the Facility shall comply with applicable federal and state law regarding the use and disclosure of protected health information, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder. Prior to a student’s arrival at the Facility, the College/University shall furnish the student with HIPAA compliance training.

6. Periodic conferences, meetings and exchange visits will be held in order to maintain regular contact between College/University and Facility.

7. Evaluation of a student’s performance/behavior will be documented on a form/tool, which is acceptable to both parties, and will be provided by the College/University.

9. The term of this Memorandum of Understanding shall commence on July 1, 2011, and will continue for three (3) years through June 30, 2014, provided that either party may terminate this Memorandum of Understanding without cause at any time upon thirty (30) days prior written notice to the other party. Termination by either party shall not take effect, however, with regard to students already enrolled, until such time as those students have completed their clinical experience for the school semester or instructional period during which such termination notice is given, but in no event to exceed ninety (90) days from the date notice of termination is given.

10. Students are not employees of the Facility and shall have no entitlement against the Facility for Social Security benefits, Workers’ Compensation benefits, salaries, retirement, or any other employment benefits of any kind. If any student is at any time also an employee of the Facility, the College/University acknowledges and shall advise students that when present at the Facility for student rotations under this Memorandum of Understanding, students are not employees of the Facility, shall not act in their capacity as employees of the Facility, and students shall have no entitlement against the Facility for Social Security benefits, Workers’ Compensation benefits, salaries, retirement, or any other employment benefits of any kind in connection with student rotations performed under this Memorandum of Understanding.

11. Any notice to be given to any party hereunder shall be in writing and shall be deemed to have been given when hand-delivered, the next business day after the notice is deposited with a national overnight delivery service with next-business-day delivery guaranteed, or three business days after the notice is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party to whom notice is to be given,
at the following addresses, or to such other address as the parties may hereafter designate in writing to each other.

College/University: Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Attention:

Facility: Scripps Health
4275 Campus Point Court, CP2
San Diego, California 92121-1513
Attention: Veronica Zaman

IV. Hold Harmless Clause:

1. The College/University hereby agrees to defend, indemnify, and hold harmless the Facility, its successors, assigns, and affiliated corporations from any liabilities, losses, claims (including workers' compensation claims), lawsuits, causes of action, expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit), or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the performance of this Memorandum of Understanding to the extent caused by or resulting from the negligence or willful misconduct of the College/University, its employees, faculty, or students. The Facility agrees to give the College/University notice in writing within thirty (30) days of any claim made against it arising out of the obligations covered hereunder.

2. The Facility agrees to defend, indemnify and hold harmless the College/University, its successors, assigns, affiliated corporations from any liabilities, losses, claims, lawsuits, causes of action, expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit), or damages the College/University may suffer as a result of claims, demands, costs, or judgments against it arising out of the performance of this Memorandum of Understanding to the extent caused by or resulting from the negligence or willful misconduct of the Facility or its employees. The College/University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it arising out of the obligations covered hereunder.

V. Confidentiality:

The College/University acknowledges that during the term of this Memorandum of Understanding, it may have access to or become acquainted with proprietary information and confidential information belonging to the Facility, including but not limited to medical records, patient identifiable information, and other
information the Facility treats as confidential ("confidential information"). The College/University agrees that it will safeguard the confidentiality of all confidential information, including but not limited to medical records and other patient identifiable information available at the Facility to meet the requirements of this Memorandum of Understanding. Upon request, the College/University shall furnish the Facility with information demonstrating the College/University’s compliance with applicable law and/or its policies, implemented by the College/University for security of the confidential information.

Prior to the assignment of a student to the Facility pursuant to this Memorandum of Understanding, the College/University will instruct each student in the confidentiality of all communications with patients and between the patients, their physicians, and the Facility’s staff. The College/University shall inform each student that it is a breach of ethics and a violation of California law to divulge to any person not directly connected to the individual patient’s care the names of persons being treated at the Facility and the nature of their illness.

All of the Facility’s data (including patient unidentifiable data or other information), shall be kept in strict confidence by the College/University, its employees, agents, faculty, and students and shall not be disclosed, released, sold, assigned, commercially exploited, or used by the College/University for any purpose other than as required under this Memorandum of Understanding, without the prior written consent of the Facility, which consent may be withheld in the sole discretion of the Facility.

In addition, the College/University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Facility’s policies and procedures relative to HIPAA. The Facility agrees to provide students and faculty with training regarding the Facility’s policies and procedures relative to HIPAA.

VI. Governing Law:

This Memorandum of Understanding shall be governed by the laws of the State of California, and any controversy arising out of or relating to this Memorandum of Understanding shall be adjudicated in San Diego County, California.

VII. Entire Agreement:

This Memorandum of Understanding constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes any and all prior negotiations, commitments, agreements, and understandings between the parties regarding the subject matter of this Memorandum of Understanding. No representation or warranties, whether express or implied, have been made by any party except as expressly stated herein. This Memorandum of Understanding may
not be changed or modified, except by an instrument in writing signed by a duly authorized representative of each party and attached and made a part hereof.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the parties hereto on the dates indicated below:

COLLEGE/UNIVERSITY:

Southwestern Community College District

FACILITY:

Scripps Health, doing business as Scripps Clinic, Scripps Coastal Medical Center, Scripps Green Hospital, Scripps Memorial Hospital Encinitas, Scripps Memorial Hospital La Jolla, Scripps Mercy Hospital Chula Vista, and Scripps Mercy Hospital

Name: Denise Whittaker
Title: Interim Superintendent/President

Date: ____________________________

Victor V. Buzachero
Corporate Senior Vice President for Innovation, Human Resources, and Performance Management

Date: ____________________________

Originator: Irna Alvarez, Dean
Higher Education Center- Otay Mesa
No Cost to the District

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: AR 324 01
Date: 5/1/11
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:
Irma Alvarez, MA
Dean, Higher Education Center at Otay Mesa

SUBJECT:
Memorandum of Understanding with the Department of Homeland Security, U.S. Customs and Border Protection, U.S. Border Patrol San Diego Sector Air Mobile Unit

RECOMMENDATION


OVERVIEW

The Memorandum of Understanding supports the use of the U.S. Border Patrol/Homeland Security Air Operations Division, San Diego, CA, for the temporary storage of the 1986 Anaheim "Hush" fire engine for the Fire Science Program.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

IA/mb
MEMORANDUM OF UNDERSTANDING WITH
DEPARTMENT OF HOMELAND SECURITY, U.S. CUSTOMS AND BORDER
PROTECTION, U.S. BORDER PATROL SAN DIEGO SECTOR AIR MOBILE UNIT

This agreement is made and entered into this 8th day of June, 2011, by and
Border Patrol San Diego Sector Air Mobile Unit, (hereinafter referred to as “Agency”) and
Southwestern Community College District (hereinafter referred to as “Licensee”).

WHEREAS, AGENCY loans storage facilities on the U.S. Border Patrol San Diego Sector Air
Mobile Unit 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 storage
facilities;

WHEREAS, AGENCY is agreeable to said use of these storage 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 U.S. Border Patrol San Diego Sector Air Mobile Unit, San Diego, (hereinafter
referred to as “FACILITY”).

PURPOSE: LICENSEE is hereby given a non-exclusive license to use the FACILITY for
storing Fire Science Program fire truck only.

TERM OF AGREEMENT: The term of this agreement shall commence June 9, 2011, and
shall terminate June 8, 2012 unless cancelled by either party upon three (3) days written
notice or for any reason beyond the control of the Agency.

LIMITATIONS:

1. The use of FACILITY is subject to the understanding that the FACILITY is reserved
only if not in use by the AGENCY or other similar parties contracting with the
COUNTY.

2. AGENCY reserves the right to close the FACILITY during times of emergency or
when needed by U.S. Border Patrol Agency for its activities.
3. AGENCY 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: Kurt Bidering, Interim Coordinator, SWC Fire Science Program
Address: 8100 Gigantic Street, San Diego, CA 92154
Telephone: (619) 216-6760

Should the information change during the term of this Agreement, LICENSEE shall so notify AGENCY in writing within three (3) 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. AGENCY, 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 AGENCY.

6. INDEMNIFICATION/HOLD HARMLESS: Federal law prohibits LICENSEE from promising to indemnify AGENCY 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.

7. 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 AGENCY proof of insurance in form and amounts satisfactory to AGENCY. The AGENCY'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.

8. 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.

9. 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.
CONFORMITY WITH LAW AND SAFETY:

1. 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”.

2. 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 San Diego Air Mobile Unit at (619) 661-3255. LICENSEE shall promptly submit to AGENCY a written report, in such form as may be required by AGENCY 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 AGENCY’s equipment, tools, material or staff was involved.

3. AGENCY PROPERTY: LICENSEE shall promptly pay for or restore any damage to AGENCY 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 AGENCY 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.

ENTIRE AGREEMENT: This Agreement constitutes the complete expression of the agreement between AGENCY 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 hereeto have caused this Agreement to be executed by their duly authorized agents effective the date first written above.

AGENCY:


By: ___________________________ Date: ___________________________

SBPA Timothy R. Chisholm
Commander Air Mobile 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.: M 3254.11
Date: 5/11/11
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: 
Kathy Tyner
Dean, School of Mathematics, Science, and Engineering

SUBJECT: 
Agreement with San Diego Community College District

RECOMMENDATION

Ratify Memorandum of Understanding No. MR3263.11 with San Diego Community College District, to establish a partnership for student internship positions, for the period May 6 to June 30, 2011, inclusive, in the amount of $9,000 income to the District.

RATIONALE FOR RATIFICATION

The agreement was received on May 4, 2011.

OVERVIEW

Southwestern Community College District (SCCD) will engage in an agreement with San Diego Community College District (SDCCD) to fund three student internship positions through the SCCD biotechnology program at $3,000 each.

FISCAL IMPACT/ACCOUNT

$9,000 Income to the District/Account No. 1-38896-600402-730 (Grant Funded)

KT:ls
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
SAN DIEGO COMMUNITY COLLEGE DISTRICT
SOUTHERN CALIFORNIA BIOTECHNOLOGY

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), herein called "Agreement," for programs and services funded by the Southern California Biotechnology Center, herein called SCBC, is entered into by and between the San Diego Community College District, herein called the "SDCCD" and the Southwestern Community College District, herein called "SCCD," who agrees to provide the described (Addendum A) in accordance with the requirements to serve students preparing for the work world.

1. SCCD and SDCCD shall comply with regulations specified in the certification statements required by the California Community Colleges Office of the Chancellor.

2. SCCD agrees to provide SDCCD reports of services rendered as required by the California Community Colleges Office of the Chancellor. A final report of activities certifying goals have been met for the period of this Agreement will be due on or before August 1, 2011.

3. **Period of Agreement:**
   This Agreement shall be effective from May 6, 2011 until June 30, 2011.

4. **Compensation:**
   SDCCD will pay SCCD $9,000 based upon the spending plan (Addendum A, page 4). If the California Community Colleges Office of the Chancellor does not fully fund SDCCD or the SCBC CTE Hub, a proportional adjustment will be made to the SCCD Agreement.

5. **Confidentiality:**
   The identity of students who are economically disadvantaged or disabled is to remain confidential. SCCD assumes responsibility for maintaining the confidentiality of individual student records.

6. **Indemnity Clause:**
   The parties involved in this agreement, SDCCD and SCCD hereby agree to a mutual hold harmless agreement. They agree to release each organization, its subsidiaries and its employees from any and all liability whatsoever related to the program, including but not limited to the students, transport of the students, or students carrying out their duties.

7. **Audit:**
   SCCD agrees to maintain and preserve, until five years after termination of the Agreement with SDCCD, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, equipment inventory, papers, and records related to this Agreement.
8. **Contact Persons:**

   The contact person for SDCCD shall be:

   Sandra Slivka, Director  
   Southern CA Biotech Center  
   Miramar College  
   10440 Black Mountain Road  
   San Diego CA 92122

   The contact person for the Contractor SCCD shall be:

   Nouna Bakhtiet, Ph.D.  
   Professor of Biology  
   Coordinator for the Bridges to the Future Transfer Program  
   Director of the Southwestern College Biotechnology Program  
   Southwestern College  
   School of Mathematics, Science, and Engineering  
   Chula Vista, CA 91910  
   Phone: (619) 421-6700 X5476  
   FAX: (619) 482-6503  
   nbakhtiet@swccd.edu

9. **Payee:** Southwestern Community College District

10. **Termination:**
    This Agreement may be terminated by either party with a 30-day written notice.

11. **Independent Contractor:**
    It is expressly understood that at all times while rendering the services described herein, and in complying with any terms and conditions of this Agreement, the contractor is acting as an independent contractor and not as an officer, agent, or employee of the San Diego Community College District.

12. **Hold Harmless:**
    SCCD and SDCCD mutually agree to indemnify, defend, and hold harmless, bi-laterally, each other party and its officers, agents and employees, against any and all claims, losses, damages, liabilities and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bare any liabilities or expenses arising in whole or in part from its own negligent acts or omissions on the part of both/either SDCCD and SCCD in the performance of this agreement.

13. **Compliance with Law:**
    SCCD shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this contract including, but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including non-discrimination.

14. **Entire Agreement:**
    This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way, except by a writing duly executed by both parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representative being thereunto duly authorized.

This Agreement in entered into this 8th day of June, 2011.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

By: Sandra Silvka, Director
Southern CA Biotech Center
Miramar College
10440 Black Mountain Road
San Diego CA 92122
Telephone: (619)38807490
ssilvka@sdcocd.edu
www.scbcmiramar.org

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: Denise Whittaker
Interim Superintendent/President
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: (619) 482-6301
Fax: (619) 482-6413
Federal Identification Number: 95-6006659

Originator: Kathy Tyner, Dean of the School of Mathematics, Science, and Engineering
Date: May 5, 2011
Acct No.: 1-38896-600402-730

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: MR3243.11
Date: 6/17/11
ADDENDUM A

MOU for Fiscal Year 2009-2010 between Southwestern Community College District and the Southern California Biotechnology Center at Miramar College

Background:

For the last five years the Southern CA Biotechnology Center at Miramar College has supported the implementation of internships in the Life Science Industry for Community College students. The purpose of this MOU is to extend and or/enhance the program.

Purpose:

- The purpose of this MOU is to support the ongoing career technical education program at Community Colleges throughout California. This activity is permitted under the grant required A-J activities, specifically “Better access to career ladders that enable entry level employment and promotion by students and incumbent workers. California (SB 1566 Part 52 88500 (b) To maximize and leverage the resources of the California Community Colleges to fulfill its role as the primary provider in fulfilling the vocational education and training needs of California business and industry.”

Terms and Internship General Plan:

The Southern California Biotechnology Center will provide $9,000 to support SCCD Biotechnology Internship Program These funds shall not be used for overhead.

Upon receipt of the signed MOU a payment of $9,000 will be made to Southwestern Community College District.

Funds will be established in a designated account titled: San Diego Miramar College Memo of Understanding. All funds expended will be administered through the Fiscal Services department of Southwestern College.

A final report from Southwestern College summarizing the use of the internship funds, the number of students and/or faculty served with relevant data required for SCBC reporting (gender, ethnicity, career goals and progress toward educational goals) will be due no later than August 1, 2011. The final report should also include accounting of the use of other funds to develop and offer the program.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown, P.E.
Director of Facilities, Operations, and Planning

SUBJECT: Amendment No. 3 to Agreement No. A2947.10 with gkkworks

RECOMMENDATION

Ratify Amendment No. 3 to Agreement No. A2947.10 with gkkworks, as it relates to the “Building 550 Classrooms & 560 Faculty Offices” project for the period April 15, 2010 to September 15, 2010, resulting in a credit amount of $194,331.

RATIONALE FOR RATIFICATION

The Governing Board approved Agreement No. A2947.10 on April 14, 2010. This ratification is in accordance with Education Code 81655 and completes action delayed due to the resignation of the former Superintendent/President and Vice President for Business and Financial Affairs.

OVERVIEW

This amendment reflects the District’s decision to modify the nature of the construction management contract for the “Building 550 Classrooms & 560 Faculty Offices” project from a “construction management at risk” to a “construction management (agency)” relationship. This was done in order to lock in a construction management fee that was anticipated to be less than the fee that would result from the contractual 5% fee on the Guaranteed Maximum Construction Cost (GMCC).

The agreement with gkkworks will provide professional construction management services for the “Building 550 Classrooms & 560 Faculty Offices” project. This project will be funded by Proposition AA.

FISCAL IMPACT/ACCOUNT

NTB $194,331 Credit to the District/Account No.: 0-46210-718633-000 (Building 560 – Proposition AA Funds) 0-46210-718632-000 (Building 550 – Proposition AA Funds)

JRB: mk
Southwestern Community College District
Amendment to Agreement No. A2947.10
With
gkkworks

Amendment No. Three (3)

Southwestern Community College District and gkkworks entered into Agreement No. A2947.10 on April 15, 2010 for construction management at-risk services.

After agreeing to the Second Amendment, which formerly established the Guaranteed Maximum Construction Cost for the “Building 550 Classrooms & 560 Faculty Offices” project, the District and gkkworks mutually agreed to modify the agreement to institute a construction management (agency) relationship for this specific project only, in lieu of the construction management at-risk relationship. This was prompted by the District as a cost-saving measure.

This amendment modifies the original contract, but solely as it relates to the “Building 550 Classrooms & 560 Faculty Offices” project. With the removal of the trade contractor costs, gkkworks’ contract is reduced by $194,331. Solely related to the “Building 550 Classrooms & 560 Faculty Offices” project, this amendment removes references to construction management at-risk. gkkworks shall perform those portions of the contract that are typical to a construction management (agency) agreement.

Amendment No. 3 will decrease the construction management fee for services with gkkworks in the amount of $194,331, for the change from “construction management at-risk” services to “construction management (agency)” services, resulting in a new contract amount not to exceed $831,476.

No Further Modifications Have Been Made To This Agreement

Southwestern Community College District  gkkworks

Denise Whittaker  Charlie Merrick
Interim Superintendent/President  Vice President of Construction Svcs
900 Otay Lakes Road  1775 Hancock Street, Suite 150
Chula Vista, CA  91910  San Diego, CA 92110

Originator: Robert J. Temple, Interim Vice President for Business and Financial Affairs
Account No.: 0-46210-718633-000 (Building 560 – Proposition AA Funds)
0-46210-718632-000 (Building 550 – Proposition AA Funds)

Approved as to form by the office of the Purchasing, Contracting & Central Services
Director Amendment: No. 3 - 0
Approval No.: A2947.10
Date: 5/17/14
AS OF THIS POINT BACKUP MATERIAL ONLY
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: Nicholas C.A. Alioto, CPA
Vice President for Business and Financial Affairs

INITIATED BY: Henry Amigable, CCM
Bond Program Director, Seville Construction Services, Inc.

SUBJECT: Agreement with gkworks

RECOMMENDATION

Approve Agreement No. A2947.10 with gkworks to provide professional construction management at risk services for roofing upgrades to buildings 440, 200, 550; walkway upgrades to buildings 210, 450, 410, and 550, building 550 classrooms and 560 faculty offices; National City Higher Education Center facility upgrades, and the widening of Gotham Road for the period April 15, 2010 to December 31, 2011, inclusive, in an amount not to exceed general conditions cost of $207,795, preconstruction cost of $51,148, and $70,000 for construction management services cost. This will be funded by Proposition AA.

OVERVIEW

In building 550, classroom 554 will be converted into a Child Development classroom to include support facilities in order to serve the needs of the existing program. In addition, building 560 will receive tenant improvements to accommodate additional offices and facility needs. The Higher Education Center at National City will receive tenant and parking garage improvements due to facility needs and an agreement with the National City Council. Lastly, the widening of Gotham Road will provide ease of traffic and lessen road deterioration from buses. The agreement with gkworks will provide construction management at risk services, which will include project oversight, cost control, schedule control and owner acceptance of each project. gkworks was selected during RFP No. 111 on March 10, 2010 and the fees were based on a negotiated process.
FISCAL IMPACT/ACCOUNT

NTB general conditions of $207,793, preconstruction of $51,148, and $70,000 for construction management services Cost to the District/Account No.

0-46210-718632-000 (Building 550 - Proposition AA Funds)
0-46210-718633-000 (Building 560 - Proposition AA Funds)
0-46210-718642-000 (Gotham Road Widening - Proposition AA Funds)
0-46210-718628-000 (Building 440 - Proposition AA Funds)
0-46210-718618-000 (Building 220 - Proposition AA Funds)
0-46210-718617-000 (Building 210 - Proposition AA Funds)
0-46210-718649-000 (Building 590 - Proposition AA Funds)
0-46210-718832-000 (Building 550 - Proposition AA Funds)
0-46210-718625-000 (Building 410 - Proposition AA Funds)
0-46210-718651-000 (Building 450 - Proposition AA Funds)
MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

APPROVED BY: Denise Whittaker
    Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
    Interim Vice President for Business and Financial Affairs

INITIATED BY: Joseph Fighera
    Director of Food Service/Contract Food Programs

SUBJECT: Amendment to Agreement with The Pepsi Bottling Group

RECOMMENDATION

Approve Amendment No. 3 to Agreement No. AR2338.08 with Bottling Group, LLC dba The Pepsi Bottling Group, to extend the expiration of the current agreement by one-year to July 15, 2012, in the estimated amount of $60,000 income to the District.

OVERVIEW

The District’s beverage contract with The Pepsi Bottling Group will expire July 14, 2011. We have evaluated the current economic climate related to this agreement and have determined that re-bidding this contract would not be beneficial at this time. The opening of the new Snack Bar fall 2011 along with the potential of increased sales will position the District to maximize negotiations in July 2012.

FISCAL IMPACT/FUNDING SOURCE

Estimated $60,000 Income to the District/Account No. 1-38999-691000-031

JF
Southwestern Community College District
Food Services Department
Amendment to Agreement
with
Bottling Group LLC dba The Pepsi Bottling Group

Amendment No. 3

Southwestern Community College District and Bottling Group LLC dba The Pepsi Bottling Group (PBG), entered into an original Agreement on July 15, 2000.

Agreement No. AR2338.08 shall be amended as follows:

Term of Agreement:

Current Expiration of Agreement: July 14, 2011

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

NO FURTHER MODIFICATIONS HAVE BEEN MADE TO THIS AGREEMENT

Southwestern Community College District

Denise Whittaker
Interim Superintendent/President

Bottling Group LLC dba
The Pepsi Bottling Group (PBG)

Jennifer Wood
Food Service Key Account Manager

Originator: Joe Fighera
Account No.: 1-38999-661000-031
(Income for the District)

Approved as to form by the office of the
Purchasing, Contracting & Control Services
Director Amendment No. 3
Approval No.: AR2338.08
Date: 3/2/11
MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District,

APPROVED BY: Denise Whittaker  
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple  
Interim Vice President for Business and Financial Affairs

INITIATED BY: Gunnar Schalin  
Program Director, San Diego Contracting Opportunities Center

SUBJECT: Amendment No. 1 to Agreement with City of San Diego

RECOMMENDATION

Approve Amendment No. 1 to Agreement No. AR3132.10 with the City of San Diego, to provide training and related services, for the period extending through September 30, 2011, inclusive, at no cost to the District.

OVERVIEW

The San Diego Contracting Opportunities Center, through Southwestern College’s Office of Business and Financial Affairs, provides training and related services to small businesses in the area of government and public works contracting and procurement.

FISCAL IMPACT/ACCOUNT

No cost to the District.

GS:jr
FIRST AMENDMENT TO THE
AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND SOUTHWESTERN
COMMUNITY COLLEGE DISTRICT FOR THE PROVISION OF
MICROENTERPRISE ASSISTANCE

This First Amendment [First Amendment] is entered into between the City of San Diego, a municipal corporation [City], and Southwestern Community College District [Agency], herein collectively referred to as the "Parties," for the operation of Fast Track Contracting Opportunities Assistance [Project].

RECITALS

WHEREAS, on October 1, 2010, an original Agreement [Agreement] between the City and Agency was entered into relating to the operation of the Project. That Agreement is on file with the CDBG Office; and

WHEREAS, the end of the contract was stated as June 30, 2011; and

WHEREAS, the original intent of the Parties was to enter into a nine-month term to allow for the full provision of services contemplated by the Project under the Agreement; and

WHEREAS, the Parties mutually acknowledge that such a term is necessary to effectuate the purpose of the Agreement; and

WHEREAS, the Agreement provides for an extension of the term of the Agreement so long as the Parties agree in writing;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in the original Agreement and this First Amendment, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Agency agree as follows:

1. Delete Section 3.1 of the original Agreement and replace it with the following:

3.1 Upon the execution of this Agreement by the Parties and approval of this Agreement by the City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of October 1, 2010 and continue until September 30, 2011, unless terminated earlier in accordance with the terms of this Agreement.

[Remainder of this page intentionally left blank]
2. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution R-305741 and 305864, authorizing such execution, and by Agency.

Dated this _____ day of __________, 20____.

The City of San Diego

By __________________________
Hildred Pepper, Jr.
Director
Purchasing & Contracting Department

Dated this _____ day of __________, 20____.

Southwestern Community College District

By __________________________
Denise Whittaker
Interim Superintendent/President

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of __________, 20____.

JAN I. GOLDSMITH
City Attorney

By __________________________
Kenneth So
Deputy City Attorney

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director Amendment No. 1 to
Approval No.: A232-10
Date: 1/18/10

Originator: Robert J. Temple, Interim Vice President for Business and Financial Affairs
Account No.: 1-38896-709970-928
MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

APPROVED BY: Denise Whittaker  
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple  
Interim Vice President for Business and Financial Affairs

INITIATED BY: Gunnar Schalin  
Program Director, San Diego Contracting Opportunities Center

SUBJECT: Amendment No. 1 to Agreement with ByteSolutions, Inc., dba Bytes, Inc.

RECOMMENDATION

Approve Amendment No. 1 to Agreement No. A3239.11 with ByteSolutions, Inc., dba Bytes, Inc., to continue development of a system that notifies small businesses of upcoming contracting opportunities offered by the San Diego County Water Authority, for the period July 1, 2011 to June 30, 2012, inclusive, at no cost to the District.

OVERVIEW

The San Diego Contracting Opportunities Center (SDCOC), under Southwestern College’s Office of Business and Financial Affairs, provides contractor training and related small business services for the San Diego County Water Authority. This Amendment to the original Agreement with ByteSolutions, Inc. will ensure that the development work that SDCOC began will have sufficient subcontractor support available in FY2012 to complete the project. The project will result in a system that notifies small businesses of upcoming contracting opportunities offered by specified public agencies.

FISCAL IMPACT/ACCOUNT

No cost to the District.

GS:jr
Southwestern Community College District

Amendment to Agreement
with
Bytesolutions, Inc. dba Bytes, Inc.

Addendum No. One (1)

Southwestern Community College District and Byte Solutions, Inc. dba Bytes, Inc. entered into an agreement on April 13, 2011 with a period of performance of April 1, 2011 to June 30, 2011. Current Agreement is modified as follows:

Section II Period of Performance is extended July 1, 2011 to June 30, 2012.

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

____________
NO FURTHER MODIFICATIONS HAVE BEEN MADE TO THIS AGREEMENT

<table>
<thead>
<tr>
<th>Southwestern Community College District</th>
<th>Bytesolutions, Inc. dba Bytes, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise Whittaker</td>
<td></td>
</tr>
<tr>
<td>Interim Superintendent/President</td>
<td></td>
</tr>
</tbody>
</table>

Originator: Robert Temple, Interim Vice President for Business & Financial Affairs

Account No.: No Cost to the District

Approved as to form by the office of the Purchasing, Contracting & Central Services Director

Approval No.: A323971
Date: 5/14/11
MEMORANDUM

TO:           Members of the Governing Board
              Southwestern Community College District

APPROVED BY:  Denise Whittaker
              Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
              Interim Vice President for Business and Financial Affairs

INITIATED BY: Gunnar Schalin
              Program Director, San Diego Contracting Opportunities Center

SUBJECT: Amendment No. 2 to Agreement with San Diego County Water Authority

RECOMMENDATION

Approve Amendment No. 2 to Agreement No. AR2670.09 with San Diego County Water Authority, to provide specified training and outreach services to small businesses, for the period June 30, 2011 to June 30, 2012, inclusive, at no cost to the District.

OVERVIEW

The San Diego Contracting Opportunities Center (SDCOC), under Southwestern College’s Office of Business and Financial Affairs, provides contractor training and related small business services for the San Diego County Water Authority. Under this amendment, 1) the description of the District’s legal name is corrected, 2) services will be extended by one year until June 30, 2012, 3) ownership of work product is defined, 4) a new contract manager is appointed, 5) Task 6.0 is added for purchase of approved services, and 6) additional labor categories are added to the fee schedule. Otherwise, there is no change to the scope of training and outreach services provided to small businesses, and no change in the original $225,000 contract value.

FISCAL IMPACT/ACCOUNT

No cost to the District.

GS:jr
Contract Amendment No. 2

The contract between Southwestern Community College District – San Diego Contracting Opportunities Center (Contractor) and the San Diego County Water Authority (Water Authority) for Small Contractor Outreach and Opportunities Program (SCOOP) training services, which was executed by the parties on June 2, 2009, and amended on June 8, 2010, is hereby further amended as follows:

1. The name of the Contractor is hereby changed from Southwestern Community College District – San Diego Contracting Opportunities Center to Southwestern Community College District, a community college district.

2. Under Section 4, Time for Performance, the Water Authority is exercising the option to extend the term of the contract for 12 months, from June 30, 2011 to June 30, 2012, for continued services as provided in Attachment A.

3. Section 12, Ownership of Work Product, is amended to add subsections (b) and (c), as follows:

12. OWNERSHIP OF WORK PRODUCT:

(b) Work for Hire and Assignment. The work product shall be the exclusive property of the Water Authority. Contractor agrees that the work product has been commissioned by the Water Authority and is a “work for hire” under the U.S. Copyright Act. If for any reason the work product is deemed not to be a “work for hire,” Contractor hereby assigns to the Water Authority all right, title and interest, including without limitation all copyright rights, in and to such work product. Contractor agrees to execute any documents and do other acts as may be reasonably necessary for the Water Authority to perfect and enforce its rights in the work product.

(c) Representations and Warranties of Ownership and Originality of Work Product. Contractor represents and warrants to the Water Authority that work product, and all derivative work product developed by Contractor, will be original and will not infringe upon any patent, copyright, trade secret or other proprietary rights of others; (ii) the Water Authority is the sole and exclusive owner of all rights in the work product; (iii) Contractor has not previously granted and will not grant any rights in the work product to any third party which are inconsistent with the rights granted to the Water Authority herein; and (iv) Contractor has full power to enter into this Agreement, to carry out its obligations herein contained and to grant the rights herein granted to the Water Authority.

4. Section 27, Administration, Item (d), Notices, is amended to update the contact information for the Water Authority as follows:

San Diego County Water Authority
4677 Overland Avenue
5. Amend Attachment A, Scope of Work, to add to Task 6.0, Mobile Phone Applications, as shown on Attachment A-2.

6. Amend Attachment B, Payment and Fee Schedule, to include additional labor categories, as shown below. Payment for Task 6.0, Mobile Phone Applications, shall be on a lump sum basis. If future phases are authorized by the Water Authority, the hourly rates below shall be used to determine future task not-to-exceed amounts.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Rate Per Hour</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Phone Application Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Project Manager</td>
<td>$125.00</td>
<td>Include detailed invoice.</td>
</tr>
<tr>
<td>Lead Development Manager</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>Mobile App Developer</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>Web App Developer</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>Database Developer</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>Quality Assurance and Test Engineers</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Data Entry and Validation Resources</td>
<td>$22.00</td>
<td></td>
</tr>
<tr>
<td>Mobile Phone Application Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>As-Needed Maintenance</td>
<td>$35.00</td>
<td>Include detailed invoice.</td>
</tr>
</tbody>
</table>

7. Amend Attachment B, Payment and Fee Schedule, to include lump sum fees for Task 6.0, Mobile Phone Applications, under Non-Labor and Other Direct Costs. Contractor shall be reimbursed at the Option A Lump Sum Cost if low complexity parsing is required for this task or at the Option B Lump Sum Cost if high complexity parsing is required. Lump sum fees are inclusive of all labor and other direct costs, except maintenance.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Per</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option A: Mobile Phone Application Development (Low complexity parsing)</td>
<td>$25,320</td>
<td>N/A</td>
<td>Receipt required for reimbursement. Amount may be billed incrementally: 25% after application, options, and technology type selection, 25% after completion and approval of final design layout, 25% after completion of development, and 25% after acceptance &amp; approval of application</td>
</tr>
</tbody>
</table>
Option B: Mobile Phone Application Development
(High complexity parsing)  | $29,820 | N/A | Receipt required for reimbursement. Amount may be billed incrementally:
25% after application, options, and technology type selection, 25% after completion and approval of final design layout, 25% after completion of development, and 25% after acceptance & approval of application

8. All other terms, covenants, and conditions in the original contract as amended shall remain in full force and effect and shall be applicable to this amendment.

The individuals executing this amendment to the contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to contract on the following date.

DATED: ___________________________, 2011

San Diego County Water Authority
By:______________________________  
Jason Foster  
Director of Public Affairs

Southwestern Community College District
By:______________________________  
Denise Whittaker  
Interim Superintendent/President

Approved as to form:
DANIEL S. HENTSCHKE  
General Counsel  
San Diego County Water Authority
By:______________________________  
Rosann Gallien, Deputy General Counsel

Approved as to form by the office of the  
Purchasing, Contracting & Central Services
Director  
Amendment No.: 2  
Approval No.: AP-2670-09  
Date: 5/18/11

Originator: Robert J. Temple, Interim Vice President for Business and Financial Affairs

Account No.: 1-38896-709956-928
Task 6.0 Mobile Phone Applications

6.1 Mobile Phone Application Development, SCOOP Training, & Contracting Opportunities Mobile Website Optimization

Contractor will begin work upon receipt of a Notice to Proceed from the Water Authority.

A. Development

Develop, test, deliver and deploy software for mobile phone applications to distribute contracting opportunities and/or other data such as training opportunities, calendar of events, etc. from the Water Authority's (and possibly various other public agencies) websites and/or webpages to the following mobile smartphone operating systems (OS):

- Apple iOS version 4.2.1 and above, and/or
- Blackberry OS version 5.0 and above, and/or
- Android OS version 1.6 and above.

Development may also include, but not be limited to performing market research and strategic analysis to help determine which mobile applications should be developed, as well as optimizing existing contracting opportunities and training websites and/or webpages for display on a mobile device, as approved in writing by the Water Authority.

Each application may consist of:

- A graphic icon that launches the application when touched.
- Various sections, which may include: Public Agency, Project Name, Project Value/Contract Amount, Advertising Date, and Contact Info (name, clickable email and clickable phone number). Prior to application development, during initial research and strategic phase of the project, the Water Authority, at its sole discretion, may change the title of any of the sections, pending requests from participating public agencies.
- A graphical user interface to be displayed on users' phones upon launch of the application.
- Possible options for notifications may include specific agencies, contracting opportunities, and/or dollar values. For example, the applications may include functionality that allows a public works construction contractor to select that they only want to be alerted of new construction opportunities that are more than $1 million with only SDCWA and SDUSD. Default position of the app may be all contracting opportunities with all agencies.
Create three (3) layout designs. Water Authority will choose one (1) to be
developed. Contractor shall allow the Water Authority two to three rounds of
revisions on the selected layout design.

Upon launch, the mobile application may show Agency Name, and/or
Project Name, and/or Project Value and/or Contract Amount, and/or
Advertising Date, and/or Contact Info (perhaps among others, with one
being the featured item) sections in timeline, tab, or table view, with the most
recent item(s) listed first (on left or top of screen). The top item(s) from the
most recent RSS (or other technology) feed(s) shall be highlighted and be
more prominent than others.

When new content (contracting opportunities) is developed or becomes
available, it may be “pushed” and/or “pulled” to the application (via RSS or
other technology). Depending on if new content is “pushed” and/or “pulled”,
a notification shall appear in the status bar (top) of users’ phones (similar to
the updates that are sent to a user’s phone when a new email, text, or
voicemail message is available for them to retrieve).

Depending on the type of technology used to feed content to the app, high
complexity or low complexity parsing of data may be required. Contractor
shall request approval of parsing type from the Water Authority before
proceeding.

B. Application Delivery & Deployment
Provide all the source code and compiled executables to the Water
Authority in a format that is accessible and acceptable to the Water
Authority. The Water Authority will own the source code and have
unlimited use of and access to the source code. Contractor shall ensure
that all applications are compatible with the Water Authority’s
Information Technology infrastructure. If a “push” technology is deemed
necessary by the Water Authority, the Contractor shall ensure the
technology is compatible with Linux RHEL 5/Apache/MySQL/PHP
and/or its own infrastructure requirements. Contractor shall install the
application onto its own infrastructure, or if requested, onto the Water
Authority’s infrastructure while on-site and in coordination with Water
Authority Information Technology staff. The Contractor shall test the
application on all platforms, as applicable, once installed on Contractor
and/or Water Authority’s infrastructure.

Assist the Water Authority in making the application available for the
public’s use. This includes assisting the Water Authority with any required
registration onto platform vendors’ website application stores, meeting all
platform vendor criteria for successfully deploying a mobile application,
uploading of executables to platform vendors’ website application stores,
and uploading of executables to its own and/or Water Authority’s website.
Provide training and knowledge transfer on the administration, deployment, and maintenance of the application. Provide documentation for the application including in-code documentation, administration documentation, application development specifications, mobile hardware requirements to run the application (e.g. OS versions), and hardware requirements to compile and develop the application (e.g. OS versions, emulators, programming language versions, development environments).

I. Final Approval
The Water Authority will review and test the final application functionality, including the refreshing of the application with new content. The Water Authority will also test that for each platform, the application can be easily downloaded, installed and functions properly. Upon full review, the Water Authority will notify the Contractor of any bugs or shortcomings of the application and the Contractor will resolve those issues and redeploy the application. The Water Authority will then provide a final approval/signoff.

After approval, each application may have a QR code assigned to it that may be used on all marketing and outreach materials and websites to promote the applications and make it easier to download them, on-the-go, at small business networking events, forums, and/or trainings.

II. Product Warranty
All mobile phone applications shall carry a 60-day warranty from date of delivery and acceptance by the Water Authority for any bug fixes. The Water Authority will submit all fixes during the warranty period to the Contractor in writing.

C. Analytics
Provide analytics for all applications. Analytics categories may include, but not be limited to: total number of application users (downloads from markets), length of time each user spends deploying each application, and/or types of contracting opportunities users access (business segment, contract dollar values, agencies accessed). The Water Authority may, at its sole discretion, change the type of analytics it would like reported.

D. Future phases
Future phases may include additional agencies, additional mobile phone and/or mobile tablet types, new features, upgrades, maintenance, and/or application enhancements. Future phases, if required, will be authorized in writing by the Water Authority via an extended services task authorization.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown P.E.
Director Facilities, Operations, and Planning

SUBJECT: Resolution for the Consideration and Adoption of the Mitigated Negative Declaration Prepared for the Southwestern College Modernization Projects – Corner Lot, Central Plant/DeVore Stadium Field House and Athletic Field Improvements

RECOMMENDATION

Approve the adoption of Resolution 1684, adopting the Final Mitigated Negative Declaration (MND) and associated Mitigation, Monitoring and Reporting program (MMRP) for the Southwestern College (SWC) Projects – Corner Lot, Central Plant/DeVore Stadium Field House and Athletic Field Improvements.

OVERVIEW

The California Environmental Quality Act (CEQA) requires that the responsible public entity review the environmental impacts of their actions. On October 13, 2010, the Board approved an agreement with BRG Consulting, Inc. to work with staff to prepare an Initial Study (IS) of the proposed construction and operation of the components of the referenced projects to determine potential significant effects on the environment and to make recommendations to mitigate these potential effects. This study and the recommended MMRP were completed in accordance with the CEQA (Section 21080(c)(2) of the Public Resources Code) and the State CEQA Guidelines (Section 15070 of the California Code of Regulations).

Based on the Initial Study (IS), and after a thorough review of the projects by staff, a Draft Mitigated Negative Declaration (MND) and Mitigation, Monitoring and Reporting Program (MMRP) was prepared for the referenced projects.

The Draft MND was circulated for a 30-day public review period in accordance with State CEQA Guidelines Section 15073, beginning December 6, 2010 and concluding on January 4, 2011. A public notice of intent to adopt a MND for the project, pursuant to CEQA Guidelines (Section 15072) was prepared and subsequently advertised on December 6, 2010. The notice and copy of the draft MND were distributed to the following organizations and agencies:

1
Copies of the Draft MND were made available for review by the public at the SWC Chula Vista Campus and the Chula Vista Public Library. During the 30-day public review period, two letters of comment were received on the project from the San Diego County Archaeological Society and the California Department of Toxic Substances Control. Their comments were acted upon by staff in the recommended Final MND andMMRP. Copies of these letters, as well as the responses to those letters, have been included as part of the Final MND prepared and submitted without appendices to the Governing Board for consideration.

A MND was prepared because the Initial Study identified potentially significant effects to air quality, biological resources, cultural and pale ontological resources, geology and soils, and hydrology and water quality, as well as in response to the public comments. Appropriate and feasible mitigation measures to reduce these impacts to below a level of significance have been identified and are detailed in the MMRP.

Staff has reviewed the study and discussed the findings with the project team and concurs with the findings and recommendations for the MMRP. The proposed mitigation measures will be implemented in conjunction with the construction of the project.

FISCAL IMPACT/ACCOUNT

No cost to the District.

JRB/jf
Southwestern Community College District

Resolution No. 1684

Southwestern College Projects -
Corner Lot, Central Plant/ DeVore Stadium
Field House and Athletic Field Improvements

WHEREAS, a proposed Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP), for the referenced Southwestern College projects have been prepared in accordance with California Environmental Quality Act (CEQA) (Section 21080(c)(2) of the Public Resources Code) and the State CEQA Guidelines (Section 15074 of the California Code of Regulations); and

WHEREAS, the Board certifies that it has reviewed and considered the information contained in the proposed Mitigated Negative Declaration together with any comments received during the public review process, that the information contained in the proposed Mitigated Negative Declaration reflects the independent judgment and analysis of the Board, and finds on the basis of the whole record before them, that there is no substantial evidence that the project will have a significant effect on the environment following the implementation of the mitigation measures detailed in the MMRP;

NOW THEREFORE BE IT RESOLVED, that the Governing Board adopts the proposed MND, including the MMRP as presented in the Final Mitigated Negative Declaration. The record of proceedings upon which this decision is based on will be maintained at Southwestern College, in the custody of the Business and Operations Department.

Passed and adopted by the Governing Board of the Southwestern Community College District, this 8th day of June, 2011, by the following vote, to-wit:

Ayes:

Noes:

Absent:

State of California-
County of San Diego

1, 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 and correct copy of a resolution duly adopted by said Governing Board at a Regular Meeting thereof, at the place and by the vote stated, which resolution is on file and of record in the office of said Governing Board.

Denise Whittaker
Interim Secretary to the Governing Board
Southwestern Community College District
Final Mitigated Negative Declaration

for

Southwestern College Modernization Project – Corner Lot, DeVore Fieldhouse and Athletic Field Improvements, and Central Plant

Prepared for

Southwestern College

Prepared by

BRG Consulting, Inc

January 2011
MITIGATION MONITORING AND REPORTING PROGRAM

Southwestern Community College District

Modernization Project – Corner Lot, DeVore Fieldhouse and Athletic Field Improvement, and Central Plant

State Clearinghouse No. 201012012

The Southwestern Community College District (District) will adopt this Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code (PRC) Section 21081.6 and Section 15097 of the California Environmental Quality Act (CEQA) Guidelines. The purpose of the MMRP is to ensure that the Southwestern College Modernization Project - Corner Lot, DeVore Fieldhouse and Athletic Field Improvement, and Central Plant, which is the subject of the Mitigated Negative Declaration (MND), complies with all applicable environmental mitigation requirements. Mitigation measures for the project will be adopted by the Southwestern Community College District, in conjunction with the adoption of the MND. Those mitigation measures have been integrated into this MMRP. Within this document, approved mitigation measures are organized and referenced by subject category and include those for: (1) air quality; (2) biological resources; (3) cultural and paleontological resources; (4) geology and soils; and, (5) hydrology/Water Quality. Each of these measures has a numerical reference. Specific mitigation measures are identified, as well as the method and timing of verification and the responsible party that will ensure that each action is implemented.

Public Resources Code Section 21081.6 requires the Lead Agency, for each project that is subject to the California Environmental Quality Act (CEQA), to monitor performance of the mitigation measures included in any environmental document to ensure that implementation does, in fact, take place. The District is the designated lead agency for the Mitigation Monitoring and Reporting Program and is responsible for review of all monitoring reports, enforcement actions, and document disposition. The District will rely on information provided by the monitor as accurate and up to date and will field check mitigation measure status as required.

A record of the Mitigation Monitoring and Reporting Program will be maintained at the Southwestern Community College District, Facilities, Operations, and Planning, 900 Otay Lakes Road, Suite 1651, Chula Vista, CA 91910. All mitigation measures contained in the Mitigated Negative Declaration shall be made conditions of the project as may be further described below.
# SOUTH WESTERN COLLEGE MODERNIZATION PROJECT -
CORNER LOT, DEVORE FIELDHOUSE AND ATHLETIC FIELD IMPROVEMENTS, AND CENTRAL PLANT
MITIGATION, MONITORING, AND REPORTING PROGRAM CHECKLIST

<table>
<thead>
<tr>
<th>MM No.</th>
<th>Mitigation Measure</th>
<th>Timing of Verification</th>
<th>Responsible Person</th>
<th>Date/Initials</th>
</tr>
</thead>
</table>
| AQ1    | Dust control during construction and grading operations shall be regulated in accordance with the rules of the San Diego Air Pollution Control District (APCD). The following measures shall be included on grading plans:  
- All unpaved construction areas shall be sprinkled with water or other acceptable San Diego APCD dust control agents during dust-generating activities to reduce dust emissions. Additional watering or acceptable APCD dust control agents shall be applied during dry weather or windy days until dust emissions are not visible.  
- Trucks hauling dirt and debris shall be covered to reduce windblown dust and spills.  
- On dry days, dirt and debris spilled onto paved surfaces shall be swept up immediately to reduce resuspension of particulate matter caused by vehicle movement. Approach routes to construction sites shall be cleaned daily of construction-related dirt in dry weather.  
- On-site stockpiles of excavated material shall be covered or watered. | Prior to Grading       | Southwestern Community College District | Date/Initials |
<p>| Bio1   | The removal of potential nesting vegetation supporting migratory birds shall be avoided, to the maximum extent feasible, during the avian nesting season (February 1 to August 31). If vegetation removal must occur during the breeding season, a qualified biologist shall conduct a migratory nesting bird survey to ensure that vegetation removal would not impact any active nests. Surveys shall be conducted no more than three days prior to vegetation removal. If active nests are identified during the surveys, the nesting vegetation shall be avoided until the nesting event has completed and the juveniles can survive independently from the nest. The biologist shall flag the nesting vegetation and establish an adequate buffer around the nesting vegetation. The qualified biologist, in consultation with CDFG, will determine if removal of potential nesting vegetation is avoided to the maximum extent feasible. Clearing/grading shall not occur within the buffer until the nesting event has been completed. | Prior to removal of existing ornamental trees (landscaping) | Southwestern Community College District | Date/Initials |</p>
<table>
<thead>
<tr>
<th>MM No.</th>
<th>Mitigation Measure</th>
<th>Timing of Verification</th>
<th>Responsible Person</th>
<th>Date of Completion/ Initiates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cult 1</td>
<td>A. Prior to any ground disturbing activities, the grading contractor shall retain a qualified archaeologist and/or archaeological monitor.</td>
<td>Various</td>
<td>Southwestern Community College District</td>
<td>Date/Initiates:</td>
</tr>
<tr>
<td></td>
<td>B. All persons involved in the archaeological monitoring for the proposed project shall be approved by Southwestern Community College District at least 30 days prior to the preconstruction/pregrading meeting.</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>C. The qualified archaeologist shall attend any pre-construction/pre-grading meetings to consult with the grading contractor for the proposed project. The archaeologist's duties shall include monitoring, salvaging, preparation of collected materials for storage, and preparation of a monitoring results report;</td>
<td></td>
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|        |                    |                       | Southwestern Community College District | Date/initials: |

Southwestern College Modernization Project

January 2011
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Final Mitigated Negative Declaration

SUBJECT: Southwestern College Modernization Project – Corner Lot, DeVore Fieldhouse and Athletic Field Improvements, and Central Plant

State Clearinghouse No. 2010121012

I. ENVIRONMENTAL SETTING: See Initial Study.

II. PROJECT DESCRIPTION: See Initial Study.

III. DETERMINATION:
The Southwestern Community College District ("District") conducted an Initial Study for the proposed Southwestern College Modernization Project – Corner Lot, DeVore Fieldhouse and Athletic Field Improvements, and Central Plant, and determined that the proposed project could have a significant environmental effect in the following areas: Air Quality, Biological Resources, Cultural and Paleontological Resources, Geology/Soils, and Hydrology/Water Quality. Future development of the any of the components of the Southwestern College Modernization Project shall be required to implement the mitigation measures identified in Section V. Mitigation Monitoring and Reporting Program of this Mitigated Negative Declaration. Implementation of the prescribed mitigation would avoid or mitigate the potentially significant environmental effects identified by this analysis, and the preparation of an Environmental Impact Report is not required for the construction of the Southwestern College Modernization Project.

IV. DOCUMENTATION:
The attached Initial Study documents the evidence to support the above determination.

V. MITIGATION MONITORING AND REPORTING PROGRAM:
The following mitigation measures are required to reduce potentially significant impacts associated with Air Quality, Biological Resources, Cultural and Paleontological Resources, Geology/Soils, and Hydrology/Water Quality to below a level of significance:

*Air Quality*
Dust control during construction and grading operations shall be regulated in accordance with the rules of the San Diego Air Pollution Control District (APCD). The following measures shall be included on grading plans:

- All unpaved construction areas shall be sprinkled with water or other acceptable San Diego APCD dust control agents during dust-generating activities to reduce dust emissions. Additional watering or acceptable APCD dust control agents shall be applied during dry weather or windy days until dust emissions are not visible.
- Trucks hauling dirt and debris shall be covered to reduce windblown dust and spills.
- On dry days, dirt and debris spilled onto paved surfaces shall be swept up immediately to reduce resuspension of particulate matter caused by vehicle movement. Approach routes to construction sites shall be cleaned daily of construction-related dirt in dry weather.
- On-site stockpiles of excavated material shall be covered or watered.
**Biological Resources**

The removal of potential nesting vegetation supporting migratory birds shall be avoided, to the maximum extent feasible, during the avian nesting season (February 1 to August 31). If vegetation removal must occur during the breeding season, a qualified biologist shall conduct a migratory nesting bird survey to ensure that vegetation removal would not impact any active nests. Surveys shall be conducted no more than three days prior to vegetation removal. If active nests are identified during the surveys, the nesting vegetation shall be avoided until the nesting event has completed and the juveniles can survive independently from the nest. The biologist shall flag the nesting vegetation and establish an adequate buffer around the nesting vegetation. The qualified biologist, in consultation with CDFG, will determine if removal of potential nesting vegetation is avoided to the maximum extent feasible. Clearing/grading shall not occur within the buffer until the nesting event has been completed.

**Cultural Resources**

A. Prior to any ground disturbing activities, the grading contractor shall retain a qualified archaeologist and/or archaeological monitor.

B. All persons involved in the archaeological monitoring for the proposed project shall be approved by Southwestern Community College District at least 30 days prior to the preconstruction/pregrading meeting.

C. The qualified archaeologist shall attend any pre-construction/pre-grading meetings to consult with the grading contractor for the proposed project. The archaeologist’s duties shall include monitoring, salvaging, preparation of collected materials for storage, and preparation of a monitoring results report.

D. The qualified archaeologist or archaeological monitor shall be present on-site fulltime during grading. If archaeological features are encountered, the archaeologist shall request the project contractor to divert, direct or temporarily halt ground disturbing activities in the area of discovery to allow evaluation of potentially significant historical resources. The paleontologist/archaeologist shall contact Southwestern Community College District at the time of discovery. Southwestern Community College District shall concur with the salvaging methods before construction activities are allowed to resume.

E. All archaeological resources collected shall be cleaned, cataloged and permanently curated with an appropriate institution (i.e., San Diego Archaeological Society/Center). All artifacts shall be analyzed to identify function and chronology as they relate to the history of the area. Additionally, any sites and/or features encountered during the monitoring program shall be recorded and submitted to the South Coastal Information Center at San Diego State University and the San Diego Museum of Man with the final monitoring results report.

F. The qualified archaeologist shall be responsible for the preparation of a monitoring results report with appropriate graphics summarizing the results (even if negative), analysis and conclusions of the above program for each project of the Southwestern College Modernization Project. The report shall be submitted to Southwestern Community College District within three months following the termination of the monitoring program.
Paleontological Resources

A. Prior to any grading activities, the grading contractor shall retain a qualified paleontologist to implement a monitoring program for the proposed project. A qualified paleontologist is defined as an individual with a PhD or MS degree in paleontology or geology who is recognized as an expert in the application of paleontological procedures and techniques. A paleontological monitor may be retained to perform the on-site monitoring for the proposed project in place of the qualified paleontologist. A paleontological monitor is defined as an individual who has experience in the collection and salvage of fossil materials and who is working under the supervision of a qualified paleontologist. The requirement for monitoring shall be noted on grading plans.

B. All persons involved in the paleontological monitoring for the proposed project shall be approved by Southwestern Community College District at least 30 days prior to the preconstruction/pregrading meeting.

C. The qualified paleontologist or paleontological monitor shall attend any preconstruction/pregrading meetings to consult with the grading contractor for the proposed project. The paleontologist's duties shall include monitoring, salvaging, preparation of collected materials for storage, and preparation of a monitoring results report.

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F. Fossil remains shall be cleaned, sorted, repaired, catalogued, and then (with Southwestern Community College District's permission) stored in a local scientific institution that houses paleontological collections. The qualified paleontologist shall be responsible for preparation of fossils to a point of identification as defined by standard professional practice, and submittal of a letter of acceptance from a local qualified curation facility. The paleontologist shall record any discovered fossil sites at the San Diego Natural History Museum.

G. The qualified paleontologist shall be responsible for the preparation of a monitoring results report with appropriate graphics summarizing the results (even if negative), analysis and conclusions of the above program for the practice field relocation. The report shall be submitted to Southwestern Community College District within three months following the termination of the monitoring program.

Geology/Soils

Prior to any grading activities, the grading contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the proposed project. The SWPPP shall identify Best Management Practices (BMPs) to control erosion and maintain downstream surface water quality during and after construction consistent with the State National Pollution Discharge Elimination System (NPDES) General Construction Activity Permit, the San Diego Urban Runoff Municipal Permit and
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- Stake/mark construction limits.
- Designate specific areas of the site, away from storm drains inlets, for the storage, preparation and disposal of construction materials, chemical products and waste; for auto and equipment parking; and for routine vehicle and equipment maintenance.
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Hydrology/Water Quality
Prior to any grading activities, the grading contractor shall prepare and implement a SWPPP for the proposed project. The SWPPP shall identify BMPs to control erosion and maintain downstream surface water quality during and after construction, consistent with the State NPDES General Construction Activity Permit, the San Diego Urban Runoff Municipal Permit, and RWQCB standards. BMPs shall include, but not be limited to, stormwater interceptors to avoid the discharge of pollutants into the storm drains; LID BMPs to redirect runoff into vegetated planters, swales, and pervious pavers; and provision of fossil filters on all curb inlets.

VI. PUBLIC REVIEW:
The Draft MND, Initial Study, and supporting documents were submitted to Federal, state, and local agencies, and other entities/organizations, for a 30-day public review period (December 6, 2010 to January 4, 2011). The documents were also made available for review at the Southwestern College campus.

Three comment letters were received. The letters and response to comments are attached to this document following the MND. Minor edits were made to the MND and a single change was made to the Initial Study Checklist. Specifically, the Mitigation Measure related to Cultural Resources was revised to correct a reference to a paleontologist (changed to archaeologist), as well as a correction to the reference to the "San Diego Archaeological Society/Center". The description of parking proposed in the IS Checklist has been revised to reflect the appropriate ratio of four spaces per 1,000 square feet to account for the continued design of the parking areas.
The above changes do not result in a “substantial revision” to the MND, including any new, avoidable significant effects or mitigation measures, which would require recirculation under CEQA (Section 15073.5). The following is a list of the commenters and the date of the letter received.

INDEX OF COMMENT LETTERS

<table>
<thead>
<tr>
<th>Comment Letter</th>
<th>Commenter</th>
<th>Date</th>
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<tbody>
<tr>
<td>A</td>
<td>California Office of Planning and Research, State Clearinghouse</td>
<td>1/5/11</td>
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<tr>
<td>B</td>
<td>San Diego County Archaeological Society</td>
<td>12/23/10</td>
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<tr>
<td>C</td>
<td>Department of Toxic Substances Control</td>
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Results of Public Review

( ) No comments were received during the public input period.

( ) Comments were received but did not address the Draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. Letters received are attached.

(X) Comments addressing the findings of the Draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. Letters received and responses follow.

VII. CALIFORNIA ENVIRONMENTAL QUALITY ACT MITIGATED NEGATIVE DECLARATION FINDINGS:

This Mitigated Negative Declaration reflects the decision-making body’s independent judgement and analysis, and; that the decision-making body has reviewed and considered the information contained in this Mitigated Negative Declaration and the comments received during the public review period, and; on the basis of the whole record before the decision-making body (including this Mitigated Negative Declaration) that there is no substantial evidence that the project will have a substantial effect of the environment.

Copies of the Final Mitigated Negative Declaration and any Initial Study material are available for review at: Southwestern College, 900 Otay Lakes Road, Suite 1651, Chula Vista, CA 91910.

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

December 1, 2010

Date of Draft Report

Denise Whittaker
Interim Superintendent/President
Southwestern Community College District

Date of Final Report
January 5, 2011

Dr. Raj K. Chagria
Southwestern Colleget College District
500 East Loma Road
Chula Vista, CA 91910-1728

Subject: Southwestern College Modernization Project - Corner Lot, Distance Fieldhouse & Athletic Improvements, Central Plate

Dear Dr. Raj K. Chagria,

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on January 4, 2011, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-3013 if you have any questions regarding the environmental review process. If you have a question about the above-mentioned project, please refer to the appropriate State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan
Director, State Clearinghouse
The proposed Southwestern College Modernization Project is comprised of three specific projects: Corner Lot; DeVore Fieldhouse and Athletic Field improvements; and Central Plant. The Corner Lot will provide for new buildings and associated parking to house the existing college administrative functions, student support services, and bookstore within six buildings and approximately 108,000 square feet. Improvements are also proposed to the DeVore Stadium, to modernize existing elements of the football stadium and provide for ADA compliant access and facilities, including the press box and score board; snack bars and restrooms; and installation of an elevator and ramps to access the stands and field-level.

The Central Plant will provide a system for heating/cooling of campus buildings, reducing the college’s long-term energy costs, as well as non-renewable energy and resource consumption. Future extensions to existing campus buildings will be reviewed as funding is secured and the District pursues design and renovation of these buildings.

Project Location

| County    | San Diego |
| City      | Chula Vista |
| Region    | County College District |

Proximity to:

- Highways: No
- Airports: No
- Railways: No
- Waterways: Telegraph Canyon Creek
- Schools: Bonita Vista HS
- Land Use: Existing School - Community College; Residential (R-1) - City of Chula Vista; Public/Quasi Public - City of Chula Vista

Project Title: Southwestern College Modernization Project - Corner Lot, DeVore Fieldhouse & Athletic Improvement, Central Plant - Southwestern College

Type: MND Mitigated Negative Declaration

Description:

The proposed Southwestern College Modernization Project is comprised of three specific projects: Corner Lot; DeVore Fieldhouse and Athletic Field improvements; and Central Plant. The Corner Lot will provide for new buildings and associated parking to house the existing college administrative functions, student support services, and bookstore within six buildings and approximately 107,000 square feet. Improvements are also proposed to the DeVore Stadium, to modernize existing elements of the football stadium and provide for ADA compliant access and facilities, including the press box and score board; snack bars and restrooms; and installation of an elevator and ramps to access the stands and field-level.

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Comment Letter B

San Diego County Archaeological Society, Inc.
Environmental Review Committee

23 December 2010

To: Ms. Alyssa Muto, Project Manager
BRG Consulting, Inc.
304 Ivy Street
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
Southwestern College Modernization Project
Corner Lot, Dovore Fieldhouse and Athletic Field Improvements, and Center Plant

Dear Ms. Muto:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

Based on the information contained in the DMND and its Appendix B. We agree with the impact analysis and mitigation measures presented in the DMND. We would, however, request correction of cultural resources mitigation measure 5 to call for curation at the San Diego Archaeological Center, not Society.

Thank you for providing this DMND to us for our review and comment.

Sincerely,

James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: ASM Affiliates
SDCAS President
File

RESPONSE TO COMMENT FROM SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY, INC., SIGNED BY JAMES W. ROYLE, JR., CHAIRPERSON, DATED DECEMBER 23, 2010
(Comment Letter B)

Response to Comment B-1

The District appreciates the San Diego County Archaeological Society's letter of concurrence with the proposed project mitigation. A change in the reference to the "San Diego Archaeological Society" to reflect "San Diego Archaeological Center" has been made in the Final MND.
January 3, 2011

Ms. Alyssa Muto, Project Manager
BRG Consulting, Inc.
304 Ivy Street
San Diego, California 92101
Alyssa@brginc.net

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE
SOUTHWESTERN COLLEGE MODERNIZATION PROJECT (SCH# 2010121012), SAN
DIEGO COUNTY

Dear Ms. Muto:

The Department of Toxic Substances Control (DTSC) has received your submitted draft Initial Study (IS) and proposed draft Mitigated Negative Declaration (MND) for the above-mentioned project. The following project description is stated in your document: "The proposed Southwestern College Modernization Project is comprised of three specific projects: Corner Lot; DeVore Fieldhouse and Athletic Field Improvements; and Central Plant. The proposed project involves the construction of new buildings to support existing uses and administrative functions onsite. Southwestern Community College is located at the southwest intersection of East H Street and Otay Lakes Road, within the jurisdictional boundaries of the City of Chula Vista, San Diego County. The proposed project is located in the northeast corner on the Southwestern Community College Chula Vista campus. Surrounding land uses include single-family and multi-family residential to the west, northwest and south; and commercial uses supporting both the residential communities and college to the north and east. Beyond the intersection of East H Street and Otay Lakes Road is Bonita Vista High School."

Based on the review of the submitted document DTSC has the following comments:

1) The MND should evaluate whether conditions within the Project area may pose a threat to human health or the environment. Following are the databases of some of the regulatory agencies:

C-1
• National Priorities List (NPL): A list maintained by the United States Environmental Protection Agency (U.S.EPA).

• Environet (formerly CalSites): A database primarily used by the California Department of Toxic Substances Control, accessible through DTSC’s website (see below).

• Resource Conservation and Recovery Information System (RCRIS): A database of RCRA facilities that is maintained by U.S. EPA.

• Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS): A database of CERCLA sites that is maintained by U.S. EPA.

• Solid Waste Information System (SWIS): A database provided by the California Integrated Waste Management Board which consists of both open as well as closed and inactive solid waste disposal facilities and transfer stations.

• GtTracker: A list that is maintained by Regional Water Quality Control Boards.

• Local Counties and Cities maintain lists for hazardous substances cleanup sites and leaking underground storage tanks.

• The United States Army Corps of Engineers, 611 Wilshire Boulevard, Los Angeles, California, 90017, (213) 452-3906, maintains a list of Formerly Used Defense Sites (FUDS).

2) The MND should identify the mechanism to initiate any required investigation and/or remediation for any site within the proposed Project area that may be contaminated, and the government agency to provide appropriate regulatory oversight. If necessary, DTSC would require an oversight agreement in order to review such documents.

3) Any environmental investigations, sampling and/or remediation for a site should be conducted under a Workplan approved and overseen by a regulatory agency that has jurisdiction to oversee hazardous substance cleanup. The findings of any investigations, including any Phase I or II Environmental Site Assessment Investigations should be summarized in the document. All sampling results in which hazardous substances were found above regulatory standards should be clearly
summary in a table. All closure, certification or remediation approval reports by regulatory agencies should be included in the MND.

4) If buildings, other structures, asphalt or concrete-paved surface areas are being planned to be demolished, an investigation should also be conducted for the presence of other hazardous chemicals, mercury, and asbestos containing materials (ACMs). If other hazardous chemicals, lead-based paints (PBPs) or products, mercury or ACMs are identified, proper precautions should be taken during demolition activities. Additionally, the contaminants should be remediated in compliance with California environmental regulations and policies.

5) Future project construction may require soil excavation or filling in certain areas. Sampling may be required. If soil is contaminated, it must be properly disposed and not simply placed in another location onsite. Land Disposal Restrictions (LDRs) may be applicable to such soils. Also, if the project proposes to import soil to backfill the areas excavated, sampling should be conducted to ensure that the imported soil is free of contamination.

6) Human health and the environment of sensitive receptors should be protected during any construction or demolition activities. If necessary, a health risk assessment overseen and approved by the appropriate government agency should be conducted by a qualified health risk assessor to determine if there are, have been, or will be, any releases of hazardous materials that may pose a risk to human health or the environment.

7) If the site was used for agricultural, livestock or related activities, onsite soils and groundwater might contain pesticides, agricultural chemicals, organic waste or other related residue. Proper monitoring, and remedial actions, if necessary, should be conducted under the oversight of and approved by a government agency at the site prior to construction of the project.

8) If it is determined that hazardous wastes are, or will be, generated by the proposed operations, the wastes must be managed in accordance with the California Hazardous Waste Control Law (California Health and Safety Code, Division 20, Chapter 6.5) and the Hazardous Waste Control Regulations (California Code of Regulations, Title 22, Division 4.5). If it is determined that hazardous wastes will be generated, the facility should also obtain a United States Environmental Protection Agency Identification Number by contacting (800) 818-0642. Certain hazardous waste treatment processes or hazardous materials, handling, storage or usage may require authorization from the local Certified Unified Program Agency (CUPA). Information about the requirement for authorization can be obtained by contacting your local CUPA.

Response to Comment C-4:
While demolition of structures and/or paved areas will occur as a result of the proposed project, such work will be conducted in a manner consistent with any applicable state environmental regulations and policies to ensure that any such contaminants, if they exist, are contained and disposed of properly. No change to the Draft MND/IS is required.

Response to Comment C-5:
Soil excavation or filling required for the development of the Southwestern College Modernization Project would be conducted in a manner consistent with applicable state environmental regulations and policies to ensure that any contaminated soils, if encountered, would be handled and disposed of properly. No change to the Draft MND/IS is necessary.

Response to Comment C-6:
Please refer to Response to Comment C-1 above. No change to the Draft MND/IS is necessary.

Response to Comment C-7:
The area included in the proposed Southwestern College Modernization Project is either developed with existing college facilities (e.g., athletic fields, football stadium accessory structures) or, in the case of the Corner Lot, is currently vacant and disturbed for over 50 years. While historically the land supporting the Southwestern College campus was used for agriculture, past grading and use of the property has lessened the potential for occurrence of agricultural residues in the soil. No change to the Draft MND/IS is necessary.

Response to Comment C-8:
As described in the Draft MND/IS (Section VIII), the proposed project does not propose the handling, storage, or transport of hazardous materials. No change to the Draft MND/IS is necessary. Please also refer to Responses to Comments C-1 through C-7, above.
9) DTSC can provide cleanup oversight through an Environmental Oversight Agreement (EOA) for government agencies that are not responsible parties, or a Voluntary Cleanup Agreement (VCA) for private parties. For additional information on the EOA or VCA, please see www.dtsc.ca.gov/SiteCleanup/Brownfields, or contact Ms. Maryam Taesifi-Abbas, DTSC’s Voluntary Cleanup Coordinator, at (714) 484-5489.

If you have any questions regarding this letter, please contact Rafiq Ahmed, Project Manager, at rahmed@dtsc.ca.gov, or by phone at (714) 484-5491.

Sincerely,

Greg Holmes
Unit Chief
Brownfields and Environmental Restoration Program

cc: Governor’s Office of Planning and Research
State Clearinghouse
P.O. Box 3044
Sacramento, California 95812-3044
state.clearinghouse@opr.ca.gov

CEQA Tracking Center
Department of Toxic Substances Control
Office of Environmental Planning and Analysis
P.O. Box 606
Sacramento, California 95812.
ADec acct1@dtsc.ca.gov

Dr. Raj K. Chopra, President
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, California 91910-6597

CEQA # 3100

RESPONSE TO COMMENT FROM DEPARTMENT OF TOXIC SUBSTANCES CONTROL
SIGNED BY GREG HOLMES, UNIT CHIEF, DATED JANUARY 3, 2011 (Comment Letter C)
(continued)

Response to Comment C-9:
As described in the Draft MND/IS (Section VIII) the proposed project will not result in significant impacts related to hazards or hazardous materials. Please refer to Responses to Comments C-1 through C-8, above. No change to the Draft MND/IS is necessary.
ENVIRONMENTAL CHECKLIST FORM

1. **Project title:**
   Southwestern College Modernization Project – Corner Lot, DeVore Fieldhouse and Athletic Field Improvements, and Central Plant

2. **Lead agency name and address:**
   Southwestern College
   900 Otay Lakes Road
   Chula Vista, California 91910

3. **Contact person and phone number:**
   Alyssa Muto, Project Manager
   BRG Consulting, Inc.
   304 Ivy Street
   San Diego, CA 92101
   (619) 298-7127

4. **Project location:**
   Southwestern Community College – Southwest intersection of East H Street and Otay Lakes Road, within the jurisdictional boundaries of the City of Chula Vista; San Diego County (APN 642-02-028-00) (See Figures 1, 2 and 3)

5. **Project sponsor's name and address:**
   Raj K. Chopra, Ph. D., Denise Whittaker
   Interim Superintendent/President
   Southwestern Community College District
   900 Otay Lakes Road
   Chula Vista, California 91910-7299

6. **General plan designation:**
   N/A

7. **Zoning:**
   N/A

8. **Description of project:**

   **Project Background:**
   The proposed Southwestern College Modernization Project is comprised of three specific projects: Corner Lot; DeVore Fieldhouse and Athletic Field Improvements; and Central Plant. (See Figure 4) All three projects were components of the 2007 Southwestern College Educational & Facilities Master Plan, developed in response to the 2006 College Strategic Plan. Among the goals of the Educational and Facilities Master Plan, is to provide for "appropriate and quantified space, by category, that meets state educational codes and Title V standards." The proposed Modernization Project would not result in an increase in student enrollment or college staffing, but a relocation, community integration, modernization, and ‘greening’ of the existing campus facilities. The College campus consists of 72 buildings with 1,061 total rooms and a total assignable square footage (ASF) of 500,226 square feet and an overall gross square footage of 682,685 square feet.

   The Master Plan also reaffirmed the focus of the Community College District growth at "satellite" campuses located within neighboring communities of National City, Otay Mesa, and San Ysidro. With
the redistribution of student population to the satellite campuses, the Chula Vista campus concentration of students has decreased to more appropriate levels for the campus area and classroom/building square footages. Under the Master Plan, the Chula Vista campus was considered for renovation to better support the administrative services for the community college district, to modernize existing office and classroom space to adequately accommodate changing educational needs and methods, and implement greater efficiency with respect to the college infrastructure and facilities.

**Corner Lot**

Much of the improvements for the Chula Vista campus were identified in the Master Plan for the undeveloped parcel located at the southwestern corner of Otay Lakes Road and East H Street, designated as the Corner Lot. The District has owned this parcel for almost 50 years and based on topographic maps and aerial photographs, this area was graded at the same time that construction started on the campus back in 1961, but has been left vacant. Historically this parcel has been used by the College as overflow parking for college events/games and at peak times of the school year, such as registration and start of school, exams, and graduation.

The Corner Lot will provide for new buildings and associated parking to house the existing college administrative functions, student support services, and bookstore within six buildings and approximately 107,000 assigned [net] square feet. The development of the Corner Lot will relocate these student and administrative services to an area that is more centrally located for easier access by visitors and students. Complementary uses such as an art exhibit and a 5,976 square foot restaurant/café would be located within the Corner Lot, providing further amenities to those persons who utilize the administrative and student functions found within these spaces. The relocation of the administrative and support services to the Corner Lot will address current overcrowding that is occurring in the core of the campus, as well as allow for a reorganization of the existing programs and curriculum into core clusters. The proposed uses and square footages are consistent with those documented in the Land Development Steering Committee Final Report, dated October 2007. Table 1 provides summaries of both the conceptual building uses and approximate building square footages.

The building layout has been designed where perimeter buildings (Buildings C and D) are two-story, with a maximum height of 32 feet, consistent with the height of the surrounding offsite buildings. Buildings B and E are two-stories with a maximum height of 35 feet, and the Administration Building (Building A), located adjacent to the interior campus loop road, has a maximum height of 57 feet and up to three-stories above grade, with basement parking below the building. Building A contains a breezeway through the center of the building on the first floor and the third floor is vertically setback on either end to reduce massing of the building from all viewpoints. The Corner Lot will include a gateway plaza and native landscaping at the intersection of East H Street and Otay Lakes Road, creating a "community front door," as well as a similar plaza and landscaping internally to draw students and visitors to these core campus uses.

With the development of the Corner Lot, the unpaved overflow parking lot that currently exists in this area would be removed; however, included in the Corner Lot development is an improved, paved parking lot along East H Street with approximately 158 parking spaces, as well as a 400-space basement parking structure below the Administration Building (Building A) and a parking structure along Otay Lakes Road with approximately 929 parking spaces. Parking proposed for the Corner Lot will be based on four spaces per 1,000 square feet. The proposed parking structure would consist of two levels, the lower floor at the current grade of Otay Lakes Road, and the second floor approximately 12 feet higher, at the same elevation as the internal campus loop road. Landscaping and decorative screening is proposed around the perimeter of the parking structure to reduce the industrial appearance of the parking structure. A photovoltaic (PV) carport for solar energy production is also proposed over...
the top-floor parking. The proposed parking improvements will exceed the amount of overflow parking—approximately 750 parking spaces—that currently can occur on the vacant lot. Furthermore, the parking improvements proposed will provide for better pedestrian and ADA compliant access for students, faculty, administration, and visitors, to everyday college facilities and offices.

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>CONCEPTUAL USES</th>
<th>APPROX. ASSIGNED S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building A - Administrative</td>
<td>Superintendent/President/SWC Foundation Communications, Community and Government</td>
<td>34,853</td>
</tr>
<tr>
<td>Building</td>
<td>V.P. of Academic Affairs/ V.P. of Human Resources</td>
<td></td>
</tr>
<tr>
<td>Building B - Bookstore</td>
<td>Bookstore</td>
<td>20,158</td>
</tr>
<tr>
<td>Building C - Café / Restaurant</td>
<td>Café</td>
<td>5,976</td>
</tr>
<tr>
<td>Building D - Cultural and</td>
<td>Art Gallery</td>
<td>14,940</td>
</tr>
<tr>
<td>Continuing Education Center</td>
<td>Age-Appropriate Fitness Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continuing Education Administration and Classrooms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Computer Lab (study area)</td>
<td></td>
</tr>
<tr>
<td>Building E - Educational Center</td>
<td>Instructional Partnership Administration and Facilities</td>
<td>24,613</td>
</tr>
<tr>
<td></td>
<td>Culinary Arts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Small Business/International Education</td>
<td></td>
</tr>
<tr>
<td>Building F - Public Safety</td>
<td>Campus Police</td>
<td>6,145</td>
</tr>
<tr>
<td></td>
<td>City of Chula Vista Police Center</td>
<td></td>
</tr>
<tr>
<td>Total Assigned S.F.</td>
<td></td>
<td>106,685</td>
</tr>
</tbody>
</table>

BCA Architects, September 2010.

The relocation of the college administrative functions, student support services, and bookstore to the Corner Lot will result in vacant building space within the campus interior. It is anticipated that this office and classroom area will be removed and/or renovated to make land available for open space and new, more programmatically and energy efficient buildings. The 2007 Master Plan identifies the development of this lot as an opportunity for a strategic realignment that will locate all academic disciplines into distinct zones or clusters. These renovation projects are not included as part of this phase of the Southwestern College Modernization Project, but will be reviewed in subsequent phases as funding becomes available.

Devore Fieldhouse and Athletic Field Improvements
The Devore Fieldhouse is associated with the existing football stadium, and will provide improved facilities for the College sports programs, including locker, shower and team rooms for both the visiting and the Southwestern College teams; weight and training rooms; multipurpose classrooms, lecture hall, and meeting room; and department administrative offices. The Devore Fieldhouse was identified as a key improvement for the College campus, relocating existing sports uses that are interspersed throughout the campus to a site in close proximity to existing parking and game fields. Currently the College athletic program and physical education program are combined into shared facilities. The construction of the Devore Fieldhouse is intended to allow for separation of these existing uses in a
manner more consistent with college facilities planning and programs and will not result in an increase in student enrollment or intensity of use related to athletic events and attendance.

The Fieldhouse has been designed within a four-story building that will be recessed into the south end of the DeVore Stadium hillside, with two stories at – and above - same grade of the campus interior loop road and existing buildings. Existing ornamental landscaping and trees will be removed and the hillside will be excavated for the construction of the Fieldhouse in a manner intended to reduce the visibility of the true height of the structure from offsite viewpoints and interior campus areas. The following table (Table 2) is a summary of the conceptual uses proposed within the DeVore Fieldhouse:

Table 2
DeVore Fieldhouse Conceptual Uses
And Assigned Square Footages

<table>
<thead>
<tr>
<th>DEVORE FIELDHOUSE</th>
<th>CONCEPTUAL USES</th>
<th>APPROX. ASSIGNED S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Floor (Field level)</td>
<td>Team Locker Room, Restroom, and Showers (Home and Visitor) Officials' Locker Room, Restroom, and Showers Athletic Training Room, Storage and Office Field Equipment Storage Athletics Laundry</td>
<td>7,965</td>
</tr>
<tr>
<td>Second Floor</td>
<td>Fitness/Weight Room Storage and Mechanical Men's PE Locker Room, Restroom, and Showers Women's PE Locker Room, Restroom, and Showers</td>
<td>6,775</td>
</tr>
<tr>
<td>Third Floor</td>
<td>Multipurpose Classroom and Lecture Hall Central Plant Office Restrooms Storage</td>
<td>6,593</td>
</tr>
<tr>
<td>Fourth Floor</td>
<td>Department Administration Offices Reception Area and Conference Room Study Labs Faculty Offices, Locker Rooms, Restrooms, and Showers (Male and Female)</td>
<td>4,935</td>
</tr>
<tr>
<td></td>
<td>Total Assigned S.F.</td>
<td>26,268</td>
</tr>
</tbody>
</table>

Gensler Architects, October 2010.

Improvements are also proposed to the DeVore Stadium, to modernize existing elements of the football stadium and provide for ADA compliant access and facilities. These improvements include a renovated press box and score board; construction and renovation of the snack bars and restrooms; and installation of an elevator and ramps to access the stands and field-level.

Additional athletic improvements are proposed as part of this project including the replacement of the natural turf with artificial turf within the DeVore Football Stadium, the football practice field, and the soccer/softball practice field. For all natural turf replacement, approximately one-foot of grass and soil will be removed and replaced with gravel and an impermeable mat that will redirect precipitation to the edge of the field, where it will be captured and discharged into the existing storm drain system. Sand and artificial turf will be placed over the mat to provide a sports surface that reduces maintenance and water usage for the campus.
All of the proposed improvements associated with this component of the Modernization Project would support the existing athletic program as currently operating, and is not anticipated to increase event occurrence or attendance.

Central Plant
The Central Plant is an improvement tied to the increase in energy efficiency and building renovations throughout the campus. The Central Plant will provide a system for heating and cooling of campus buildings, reducing the college’s long-term energy costs, as well as non-renewable energy and resource consumption. The plant equipment will produce steam and chilled water, which is then circulated across the campus through a network of below- and above-ground piping. Currently, due to the age of many of the existing buildings on the Main Campus, connection to the Central Plant at this time is not appropriate. While the Master Plan proposes the connection of all on-site buildings to the Central Plant system ultimately, the Modernization Project only includes the construction of the Central Plant and the connection to the Corner Lot and Fieldhouse, as well as the installation of the mainlines within the internal campus loop road. It is intended that as renovations of the existing campus buildings are being pursued, system improvements and connection to the Central Plant will be included.

9. Surrounding land uses and setting:
The proposed project is located in the northeast corner on the Southwestern Community College Chula Vista campus. The College campus is within the urbanized area of the City of Chula Vista. Surrounding land uses include single-family and multi-family residential to the west, northwest and south; and commercial uses supporting both the residential communities and college to the north and east. Beyond the intersection of East H Street and Otay Lakes Road is Bonita Vista High School. Figure 3 depicts the existing campus development and surrounding land uses.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)
Office of the Chancellor, State of California Community Colleges
ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics ☐ Agriculture and Forestry Resources ☐ Air Quality
☐ Biological Resources ☐ Cultural Resources ☐ Geology / Soils
☐ Greenhouse Gas ☐ Hazards & Hazardous Materials ☐ Hydrology / Water Quality
☐ Emissions ☐ Mineral Resources ☐ Noise
☐ Land Use / Planning ☐ Public Services ☐ Recreation
☐ Population / Housing ☐ Utilities / Service Systems ☐ Mandatory Findings of Significance
☐ Transportation / Traffic

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

[Signature]

December 1, 2010
Date

[Signature]

Date

-6-
EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

a) Earlier Analysis Used. Identify and state where they are available for review.

b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

a) the significance criteria or threshold, if any, used to evaluate each question; and

b) the mitigation measure identified, if any, to reduce the impact to less than significance...
Southwestern College Modernization Project

Conceptual Site Plan

A - Corner Lot
B - DeVore Stadium
C - Football Practice Field
D - Soccer Practice/Softball Field
E - Central Plant

SOURCE: SanGIS, 2010; ESRI, 2010; BCA Architects, 2010

FIGURE 4
### Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact
---|---|---|---
1. AESTHETICS. - Would the project:
   a) Have a substantial adverse effect on a scenic vista? | | | ✓
   b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | | | ✓
   c) Substantially degrade the existing visual character or quality of the site and its surroundings? | | ✓ | |
   d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | | ✓ | |

The project site is located within a fully urbanized area, within the existing campus boundaries. The area immediately surrounding the project site is developed with single-family and multi-family residential to the west, northwest, and south, and commercial uses to the north and east which support the residential development and college population. Bonita Vista High School is located northeast of the project site, beyond the intersection of East H Street and Clay Lakes Road. Buildings surrounding the site consist of primarily one- and two-story residential and over-height (20 to 30 feet) commercial structures. The various components of the Modernization Project (e.g., Corner Lot, DeVore Fieldhouse and Athletic Field Improvements, and Central Plant) will be visible from adjacent public roadways, East H Street and Otay Lakes Road, as well as the existing residential and commercial development. The Corner Lot, which will be the most visible, has been designed with incorporation of plazas and landscaping to serve as a gateway to the Southwestern College campus.

There are no designated scenic vistas or state scenic highways in the project area. As mentioned above, the visual character of the area is reflective of the existing college development and surrounding residential and commercial uses. The relocation of the existing onsite uses to the Corner Lot, as well as the improvement of the athletic program facilities and construction of the Central Plant, will not alter the existing character of the college campus or surrounding community.

The Corner Lot buildings have been arranged in a manner that provides for lower building heights along the perimeter (Buildings C and D) and incremental increase in height with the progression inward toward the campus core. The Administrative Building (Building A), which is the furthest from the campus perimeter, is proposed to be 57 feet in height with three-stories above the current grade and will be located adjacent to the internal campus loop road. Other existing onsite buildings in this area include the Library and Learning Resource Center and Gym, both of which are oversized two-story buildings. Building A contains a breezeway through the center of the building on the first floor and the third floor is vertically setback on either end to reduce massing of the building from all viewpoints.
The new parking lots to be located on the western side and southeastern side of the Corner Lot buildings would have standard parking lot lighting to illuminate the lots during evening hours. Offsite development in the vicinity of these parking lots is comprised of commercial; and therefore, there are no sensitive receptors in proximity to the parking lots. Landscaping and decorative screening is proposed around the perimeter of the parking structure to reduce the industrial appearance of the parking structure. All new parking lot lighting would be designed with high-pressure sodium lighting and would be shielded and directed downward to minimize nighttime intrusion to nearby offsite properties. Similarly, any building lighting would be shielded and oriented downward. While the relocation and improvements of the onsite uses associated with the Modernization Project will include lighting, the proposed illumination of buildings, parking lots, walkways and common areas would be limited to levels necessary for safety of students, faculty, and public. No new field lighting is proposed as part of the athletic field improvements.

Therefore, the project would not result in impacts to aesthetics or any visual resources, including scenic vistas, state scenic highways, or as a result in degradation of existing visual character or creation of a substantial light source.

### II. AGRICULTURE AND FORESTRY

**RESOURCES** - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Potential Impact</td>
<td>Less Than Significant Impact</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------------------</td>
<td>----------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Program of the California Resources Agency, to non-agricultural use?</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c) Conflict with existing zoning for, or cause re zoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d) Result in the loss of forest land or conversion of forest land to non-forest use?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

The proposed project involves the construction of appropriately sized and modernized educational facilities within the existing Southwestern College campus. The site is mapped as Urban and Developed on the 2008 San Diego County (West) Farmland Mapping and Monitoring Program (FMMMP) Important Farmland Map, and does not contain any lands mapped as Prime, Unique or Farmland of Statewide Importance. Furthermore, the project site is not zoned for agricultural uses, nor is it under a Williamson Act Contract.

The site does not contain forest lands or timberland, or any applicable timberland zoning. Therefore, project implementation would not conflict with existing zoning for, or cause re zoning of, forest land, timberland or timberland production zones; nor would it result in the loss of forest land.

For the reasons detailed above, the project would not result in impacts to any agricultural resources, including agricultural lands, forest lands, or timberland.
### III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Conflict with or obstruct implementation of the applicable air quality plan?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>d) Expose sensitive receptors to substantial pollutant concentrations?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>e) Create objectionable odors affecting a substantial number of people?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

The project is the construction of buildings within the Southwestern College campus to support existing uses and administrative functions within appropriately sized and modernized buildings, as well as the replacement of existing natural turf with artificial turf on the football game field (stadium), practice field, and soccer/softball field. As detailed in the Project Description, none of these projects are expected to increase student enrollment, staffing, event occurrence or attendance, and therefore would not generate new vehicular traffic or create new point source emissions that would conflict with the implementation of the San Diego Air Quality Management Plan. The proposed central plant would not generate energy on-site; rather, it would use electrical energy supplied by SDG&E to create steam and chilled water. It would not be a new point source of criteria pollutant emissions. Construction activities would be a temporary, less than significant impact.

In general, air quality impacts from land use projects are the result of emissions from motor vehicles, and from short-term construction activities associated with such projects. As summarized above, the proposed Modernization Project is not expected to result in an increase in Average Daily Trips (ADT), or traffic; however, grading operations associated with the construction of the project would generate temporary emissions primarily due to the operation of construction equipment and truck trips. The Greenhouse Gas Study, included as Appendix A of this Initial Study, includes analysis of construction emissions from the
The proposed project. The study reports that site grading typically generates the greatest amount of emissions due to the use of grading equipment and soil hauling. For this analysis it was estimated that the grading for the project would include approximately 138,868 cubic yards of balanced cut and fill. Project construction is anticipated to be completed within approximately one year.

Air quality regulators typically define sensitive receptors as schools (Preschool-12th Grade), hospitals, resident care facilities, or day-care centers, or other facilities that may house individuals with health conditions that would be adversely impacted by changes in air quality. In general, residences are also considered sensitive receptors since they often house children and the elderly. The area immediately surrounding the project site is developed with single-family and multi-family residential to the west, northwest, and south, and commercial uses to the north and east which support the residential development and college population. Bonita Vista High School is located northeast of the project site, beyond the intersection of East H Street and Otay Lakes Road.

These sensitive receptors have been identified within a quarter-mile (the radius determined by the SCAQMD in which the dilution of pollutants is typically significant) of the proposed project. However, this project does not propose uses or activities that would result in exposure of these identified sensitive receptors to significant pollutant concentrations and will not place sensitive receptors near carbon monoxide hotspots. In addition, the project will not contribute to a cumulatively considerable exposure of sensitive receptors to substantial pollutant concentrations because the proposed project has emissions below the screening-level criteria utilized for determining significance.

The three components of the Modernization Project – Correr Lot, DeVore Fieldhouse and Athletic Field Improvements, and Central Plant – will require varying levels of grading, as well as demolition and construction of buildings. While all components of the Modernization Project could result in dust and other construction emissions, the soccer/softball field and practice football field replacements would be in close proximity to existing residences that abut the College campus. Dust control measures have been incorporated into Section V. Mitigation Monitoring and Reporting Program of this MND to ensure that potential dust impacts to adjacent residences and campus users from construction activities are mitigated to below a level of significance. These measures would be implemented during construction and grading operations in accordance with rules established by the San Diego Air Pollution Control District (APCD), and would include, but not be limited to: watering/covering stockpiled soils; covering trucks hauling dirt and debris to and from the site; and sweeping up dirt and debris spilled onto paved surfaces to reduce windblown particulate matter.

The proposed Modernization Project will not include features that would create permanent (operational) noxious or objectionable odors.

For the reasons detailed above, the project would have less than significant impacts with mitigation incorporated related to exposure of sensitive receptors to dust and construction emission, but no other impacts related to air quality and odors are anticipated as a result of the proposed project.
<table>
<thead>
<tr>
<th>IV. BIOLOGICAL RESOURCES: Would the project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</td>
<td></td>
<td></td>
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<td>□</td>
</tr>
<tr>
<td>d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</td>
<td></td>
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<td></td>
<td>□</td>
</tr>
<tr>
<td>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
</tbody>
</table>
The area proposed for development of the Central Plant and DeVore Fieldhouse is currently developed with existing campus buildings and infrastructure. The Corner Lot has been previously filled with undocumented soils, and subsequently graded and used for event/overflow parking, as well as construction material staging for the recently constructed Clay Lakes Road Widening Project. No native vegetation communities or habitats exist on or adjacent to the site because it has been completely disturbed. The proposed project site does not contain any riparian habitat or other sensitive natural communities as defined by any other local, regional, or state plans, policies or regulations; nor does the site contain any wetlands or wetland habitats.

The project site is located in an area developed with high-density residential and commercial uses, and thus the construction of the proposed project would not physically interfere with the movement of native species. While there are no native vegetation communities or habitats within the Corner Lot or any areas associated with the DeVore Fieldhouse and Athletic Field Improvements or Central Plant, there are clusters of existing ornamental trees that will require removal for the construction of each of these components of the Modernization Project. These trees, while they may be ornamental landscaping, may support avian breeding and nesting during the months of February to August. The Federal Migratory Bird Treaty Act of 1918 protects bird species during the nesting season, as well as the habitats and environs necessary for the birds’ survival. Therefore, to ensure that potential impact to nesting birds is mitigated to less than significant, a mitigation measure to require pre-construction surveys for nesting birds has been included in Section V. Mitigation Monitoring and Reporting Program of this MND.

The project will not have a substantial adverse effect on any biological resources, including candidates, sensitive, or special status species, as well as sensitive habitats and wetlands. The project would not contribute to cumulative impacts to any sensitive species or habitats.

Southwestern College is not identified as a designated preserve area in the City of Chula Vista’s Multiple Species Conservation Plan (MSCP) Subarea Plan (MSCP, 1996), which is the habitat conservation plan for the City under the state Natural Community Conservation Planning (NCCP) Act. Therefore, there would be no impact from the proposed Modernization Project on any adopted conservation plan.

Based on the reasons detailed above, the project would have a less than significant impact with mitigation incorporated to avian species during the breeding season, and no impacts to any sensitive plant or animal species, wetlands, wildlife corridors, or conflict with any adopted conservation plans.

<table>
<thead>
<tr>
<th>V. CULTURAL RESOURCES. Would the project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?</td>
<td>☐</td>
<td>☑</td>
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<td>☐</td>
</tr>
</tbody>
</table>
Based on a Cultural Resources Study prepared by Sinéad Ni Ghabhláin, Ph.D., of ASM Affiliates (2010) (Appendix B of this Initial Study), there are no recorded historic or prehistoric resources within the project footprint. However, because of the record of the occurrence of resources within a half-mile of the project area, there is a potential for uncovered cultural resources in the area and the disturbance of artifacts or intact cultural deposits during construction activities, such as excavation, grading, and ground stabilization. Therefore, to reduce potential impacts to below a level of significance, archaeological monitoring during any ground disturbance is required as mitigation and has been included in Section V. Mitigation Monitoring and Reporting Program of this MND.

The California Department of Mines and Geology published maps indicate that the project site is underlain primarily by Lindavista (Ql) and San Diego (Tsds) geologic formations (California Department of Mines and Geology, 1977). The Ql and Tsds formations have the potential to contain fossil resources. The proposed projects associated with the Southwestern College Modernization Project are located in areas of undocumented fill at varying depths. However, grading activities for the Corner Lot and DeVore Fieldhouse would likely require relatively deep excavation and grading for foundation creation and site preparation, which may impact potentially fossil-bearing formations located beneath the fill. Measures to mitigate and reduce potential impacts to less than significant have been included in Section V. Mitigation Monitoring and Reporting Program of this MND.

An analysis of records and a survey of the property by Sinéad Ni Ghabhláin, Ph.D., of ASM Affiliates (2010) (Appendix B of this Initial Study), has revealed that the project will not likely result in the disturbance of any human remains because the project site does not include a formal cemetery or any archaeological resources that might contain interred human remains.

Based on the reasons detailed above, the project's potential impacts to both cultural and paleontological resources would be mitigated to less than significant with mitigation incorporated, and no impacts to human remains are anticipated as a result of the Modernization Project.

### VI. GEOLOGY AND SOILS

Would the project:

<table>
<thead>
<tr>
<th>c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt=" " /></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>d) Disturb any human remains, including those interred outside of formal cemeteries?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt=" " /></td>
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<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>i) Strong seismic ground shaking?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>ii) Seismic-related ground failure, including liquefaction?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>iv) Landslides?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Result in substantial soil erosion or the loss of topsoil?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

Review of the California Division of Mines and Geology fault maps (1977) reveal that there are no mapped faults within or adjacent to the project site. However, because the entire southern California region is considered seismically active, there is always the possibility that a large seismic event from one of the major faults in the region may induce strong ground shaking at the project site. While the project site could be subjected to moderate to severe ground shaking in the event of a major earthquake, due to the distance of the site from major mapped faults (e.g., Rose Canyon, Elsinore, and San Jacinto), strong seismic ground shaking at the site is considered remote.

In addition the proposed Modernization Project buildings and structures would be designed in accordance with Title 24 standards of the Uniform Building Code to minimize seismic shaking effects in the event of a
major quake. For these reasons, impacts associated with exposure of persons or structures to strong seismic shaking would be considered less than significant.

A Geotechnical Report prepared by Construction Testing and Engineering, Inc. (September 2010) for the Corner Lot project (Appendix C of this Initial Study) identifies an area of high groundwater in the southwestern portion of the Corner Lot and undocumented fill throughout the site. Based on the observed shallow depth to groundwater and undocumented fill, over excavation and compaction are unsuitable for these materials. Therefore, alternative foundation systems, as well as ground modification techniques, will be required to ensure that the potential for seismic-related ground failure, including liquefaction, lateral spreading, subsidence, collapse, and landslides of manufactured slopes, is reduced and all of the development meets the requirements of Title 24 of the Uniform Building Code.

With regard to the DeVore Fieldhouse, Central Plant, and stadium improvements, while these areas are already graded or developed with existing structures, the buildings would be required to be designed in accordance with Title 24 standards of the Uniform Building Code to minimize seismic-related ground failure and shaking effects, including liquefaction, lateral spreading, subsidence, collapse, and landslides of manufactured slopes, in the event of a major quake.

According to the U.S. Department of Agriculture's Soil Survey for San Diego County (USDA, 1973), the entire campus is underlain by Diablo Clay (DaC) soils and undocumented fills. The Diablo Clay soil classification has an erosion hazard that is ‘slight’ to ‘moderate’ and in general, clayey soils have a high shrink/swell potential with changes in moisture content. The potential for wind and water erosion of topsoil would occur primarily during construction. Implementation of construction Best Management Practices (BMPs) would mitigate potential erosion impacts. Measures to mitigate and reduce potential impacts to less than significant have been included in Section V. Mitigation Monitoring and Reporting Program of this MND. With regard to soil expansion (i.e., shrink/swell), the ‘high’ rating means that special design considerations must be incorporated into the project design by a qualified, registered soils engineer to minimize the potential for soil expansion.

The Southwestern College campus is connected to the sewer system and would not require the use of septic tanks or alternative wastewater disposal system. Wastewater for the proposed relocated and renovated buildings would tie into the existing campus sewer system.

Based on the reasons detailed above, the proposed Modernization Project potential impacts related to substantial soil erosion would be less than significant impacts with the incorporation of mitigation. All other areas of potential impact to geology and soils, including those related to strong seismic events, liquefaction, landslides, expansive soils, and septic or alternative wastewater systems, would be less than significant.
### VII. GREENHOUSE GAS EMISSIONS.

Would the project:

<table>
<thead>
<tr>
<th>a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potentially Significant Impact</td>
</tr>
<tr>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potentially Significant Impact</td>
</tr>
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<td>☐</td>
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</tbody>
</table>

In 2008, the State passed the Global Warming Solutions Act of 2006, commonly referred to as AB 32, which set the greenhouse gas emissions reduction goal for the State of California into law. The law requires that by 2020, State emissions must be reduced to 1990 levels by reducing greenhouse gas emissions from significant sources via regulation, market mechanisms, and other actions. According to the San Diego County Greenhouse Gas Inventory (2008), the region must reduce its GHG emissions by 33 percent from "business-as-usual" emissions to achieve 1990 emissions levels by the year 2020. GHGs include carbon dioxide, methane, halocarbons (HFCs), and nitrous oxide, among others. Human-induced GHG emissions are a result of energy production and consumption, and personal vehicle use, among other sources.

Senate Bill 375 (SB 375), subsequently passed in 2008, links transportation and land use planning with global warming and requires the California Air Resources Board (ARB) to set regional targets for the purpose of reducing greenhouse gas emissions from passenger vehicles. SANDAG is in the process of preparing the region’s Sustainable Communities Strategy (SCS) as part of the 2050 Regional Transportation Plan (RTP). The strategy will identify how regional greenhouse gas reduction targets, as established by the ARB, will be achieved through development patterns, transportation infrastructure investments, and/or transportation measures or policies that are determined to be feasible.

In addressing the potential for a project to generate GHG emissions that would have a potentially significant cumulative effect on the environment, many jurisdictions and lead agencies have utilized the CAPCOA White Paper threshold of 900 metric tons (annually) to identify those projects that would be considered significant under CEQA and require mitigation. The 900 metric ton threshold is considered a conservative threshold and was based on a review of data from four diverse cities (Los Angeles in southern California and Pleasanton, Dublin, and Livermore in northern California) to identify the threshold that would capture at least 90% of the residential units or office space on the pending applications list. It should be noted that an individual project’s GHG emissions will generally not result in direct impacts under CEQA, as the climate change issue is global in nature; however, an individual project could be found to contribute to a potentially significant cumulative impact.

As described in the Project Description, the proposed project is the construction of appropriately sized and modernized buildings to support existing uses and administrative functions of the College, and will not result in an increase in student population or intensity of use (i.e., sporting events) beyond what is currently occurring on the campus under the existing facilities and infrastructure. Southwestern College has
proposed to pursue a LEED™ Gold certification - and possibly LEED™ Platinum certification for specific components - for the Corner Lot and DeVore Fieldhouse buildings. The LEED™ green building process includes strategies and requirements for indoor environmental quality, materials selection, and resource efficiency.

In addition to building construction, the College has proposed the use of landscaping to reduce water usage and increase energy efficiency, including a native and drought tolerant plant palette proposed for the Corner Lot and the resurfacing of the football stadium, practice field and soccer/softball field with artificial turf. Low Impact Development (LID) techniques are included in the design to re-establish natural hydrologic patterns, which will assist the District in meeting their LEED™ goals.

Furthermore, the construction and operation of a Central Plant on the campus is anticipated to increase energy efficiency and thereby reduce GHG emissions associated with campus heating and cooling systems. As future implementation of the proposed renovations and modernization of campus buildings occur, this reduction of GHG emissions will continue to increase. However, the grading and construction activities associated with the proposed Modernization Project will result in short term emissions from equipment and energy usage.

Based on a Greenhouse Gas Study, prepared by Rincon Consultants (November 2010), (Appendix A of this Initial Study) the proposed project is expected to result in 841 carbon dioxide equivalent (CDE) annually, which is less than 900 metric tons threshold. Emissions from the project are associated with construction (23 CDE); and Operational – electricity, natural gas and landscaping, solid waste, and water (242 CDE). Because there is no additional traffic anticipated to be generated as a result of any of the components of the Modernization Project, no GHG emissions were attributed to mobile sources. Furthermore, the Modernization Project is calculated to result in approximately 53% fewer GHG emissions per year compared to the business-as-usual scenario due to the Central Plant energy efficiency, installation of PV panels on the parking garage, water conservation and turf replacement, and planting of trees throughout the project ('carbon sequestration'). The project's GHG emissions are found to have a less than cumulatively considerable contribution to GHG emissions because the project will generate less than 900 metric tons of GHGs.

With regard to the project's consistency with applicable plans, policies or regulations adopted for the purpose of reducing the emissions of greenhouse gases, as mentioned above no local or regional plans have been adopted at this time. Until local plans are developed to address greenhouse gas emissions, such as a local Sustainable Communities Strategy, the project is being evaluated to determine whether it would impede the implementation of AB 32 GHG reduction targets. For the reasons discussed above, the project would not exceed the 900 metric ton (annually) threshold and would not impede the implementation of AB 32 reduction targets.

In summary, the proposed project would result in less than cumulatively considerable impacts associated with GHG emissions, and would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.
### VIII. Hazards and Hazardous Materials

Would the project:

<table>
<thead>
<tr>
<th>Question</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>
The proposed Southwestern College Modernization Project involves the construction of new buildings to support existing uses and administrative functions onsite. The Southwestern College campus has two listings on the County of San Diego's Hazardous Materials Establishment and Site Assessment and Mitigation listings (Reference Numbers H033753 and H36147). County records indicate the Hazardous Material Establishment file is up to date with no infractions, and the Site Assessment and Mitigation file has been closed (County of San Diego, 2000).

An updated Phase I Environmental Site Assessment was completed by ERM (November, 2010) for the proposed Corner Lot project due to the undeveloped nature of the project site (Appendix D of this Initial Study). Prior to the purchase of the parcel by Southwestern College in 1961, the area was part of a larger ranch used for bean farming dating back to 1917. Based on topographic maps and aerial photographs, this area was graded at the same time that construction started on the campus back in 1961, but has been left vacant and is used as overflow parking for campus events, construction material storage from the adjacent Otay Lakes Road Widening Project, and seasonal commercial activities (i.e., Christmas tree lot, carnival, etc). The review of the parcel revealed no historical recognized environmental conditions or environmental compliance issues exist associated with this parcel.

The project does not involve the routine transport, use or disposal of hazardous materials, nor would any component of the project emit hazardous emissions or require the handling of hazardous materials. Any operations that would involve such use, storage, transport, or disposal of hazardous materials would require that Southwestern College comply with all applicable federal, state and local laws and permits. The project site is not located within an airport land use plan or within two miles of a public airport; nor is it in the vicinity of a private airstrip.

Emergency access to the campus and surrounding community would be maintained during project construction. The proposed project would not require the vacation of any existing public roads or alter transportation patterns on adjacent public roadways, thereby affecting emergency evacuation plans or routes currently in place.

With regard to risk of wildland fire, as mentioned in the surrounding land use description, the project site is located within an urbanized area, and is not designated as a wildland fire area.

For the reasons detailed above, it is anticipated that project would not result in any significant impacts related to hazardous materials, including storage, transport, use, and disposal; airport safety; evacuation planning and routes; and wildland fire hazards.
<table>
<thead>
<tr>
<th>IX. HYDROLOGY AND WATER QUALITY</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Violate any water quality standards or waste discharge requirements?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
<td>☐</td>
</tr>
<tr>
<td>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>f) Otherwise substantially degrade water quality?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?</td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
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</tr>
<tr>
<td>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>j) Inundation by selche, tsunami, or mudflow?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>

Construction of the proposed Modernization Project has the potential to impact water quality by increasing erosion and transporting construction-related debris into downstream surface waters. For each project component – Corner Lot, DeVore Fieldhouse and Athletic Field Improvements, and Central Plant – a Storm Water Pollution Prevention Plan (SWPPP) will be required. The SWPPP will outline the project site hydrology and the Best Management Practices (BMPs) that would be implemented during construction activities to ensure runoff quantities and water quality are maintained. Possible construction BMPs would include, but would not be limited to, the following: limiting access routes and stabilizing construction access points; staking/marketing construction limits; watering or covering stockpiled soils; berming around stockpile/storage areas to prevent contact with runoff; performing vehicle and equipment maintenance/repair and washing offsite, or in designated and controlled areas onsite; and sweeping up spilled dry materials (cement, fertilizers, etc.) immediately. Measures to mitigate and reduce potential impacts to less than significant have been included in Section V. Mitigation Monitoring and Reporting Program of this MND.

The replacement of the vacant Corner Lot with buildings, parking, and hardscape/landscape plazas, as well as the change in topography resultant from the construction of the DeVore Fieldhouse, could result in a potential to impact water quality by transporting debris, petrochemical pollutants (i.e., oil, transmission fluid, etc), and sediment from the parking lots, impervious surfaces, and manufactured slopes during rain events. Post-construction BMPs for the parking areas and impervious surface construction, as well as the altered topography in and around the stadium improvements, have been added to the project as a mitigation measure to maintain downstream water quality in accordance with the NPDES General Permits.

The replacement of the natural turf on the football field, practice field and soccer/softball field could also result in changes in water quality. Techniques to address potential changes in water quality associated with this component of the Modernization Project will be included in final design of the athletic fields. Post-construction BMPs for all projects included in the Modernization Project would include, but are not limited to, the following: treating runoff through the use of filter strips, inlet filters (e.g., fossil filters), infiltration trenches or other means, prior to its release from the sites.

While none of the components of the Modernization Project propose the use of groundwater, the Preliminary Geotechnical Report, prepared by Construction Testing & Engineering, Inc. (October 2010), identifies areas of high groundwater within the Corner Lot project area (Appendix C of this Initial Study). Groundwater diverting, dewatering, and/or soil stabilization will likely be necessary during construction; however, the effects of these techniques would not contribute to depleting groundwater supplies or impact groundwater recharge areas.
There are no floodplains identified within the Southwestern College campus, and as such the proposed project would not result in the impedence or redirection of high water flows (e.g., 100-year flood hazard), or exposure of persons to loss, injury or death from the failure of a levee or dam.

With regard to the potential for inundation by seiche, tsunami, or mudflow, the potential in the San Diego County coastal area for “100-year” and “500-year” tsunami waves is approximately five and eight feet, or less. According to the Preliminary Geotechnical Report, this suggests that there is a negligible probability of a tsunami reaching the site owing to the lowest elevation of the area to be developed, approximately 439 feet above msl, and its distance from the ocean. In addition, oscillatory waves (seiches) are considered unlikely due to the absence of upgradient, large adjacent bodies of water.

For reasons detailed above, the project will result in less than significant impacts with mitigation incorporated related to water quality and alteration of existing drainage patterns, and would result in less than significant impacts related to groundwater. The Modernization Project would not result in impacts related to flooding or inundation by surface water or sedimentation flow.

<table>
<thead>
<tr>
<th>X. LAND USE AND PLANNING</th>
<th>Would the project:</th>
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<tbody>
<tr>
<td></td>
<td>Potentially Significant Impact</td>
</tr>
<tr>
<td>a) Physically divide an established community?</td>
<td>☐</td>
</tr>
<tr>
<td>b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</td>
<td>☐</td>
</tr>
<tr>
<td>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</td>
<td>☐</td>
</tr>
</tbody>
</table>

The project involves the development of new modern educational facilities within the existing Southwestern College campus, including the undeveloped Corner Lot located in the northeast corner of the campus. The construction of the proposed buildings and associated infrastructure would occur in a manner that would not physically divide the community, but rather will provide a linkage and entry to the campus at the corner of East H Street and Otay Lakes Road, enhancing the integration of the College with the existing adjacent commercial and residential development.

The entire campus is zoned R-1 (Single Family Residential) and Public/Quasi-Public under the local jurisdictional zoning and General Plan (City of Chula Vista); however, land use authority for Community College Districts is with the District under California law, and underlying city/county zoning does not apply.
As discussed under the Initial Study Checklist, Section IV. Biological Resources, the City of Chula Vista’s Multiple Species Conservation Plan (MSCP) Subarea Plan (MSCP, 1995), which is the habitat conservation plan for the City under the state Natural Community Conservation Planning (NCCP) Act, identifies the Southwestern College campus as Developed.

Therefore, the proposed project will not result in any impacts related to Land Use and Planning, nor conflict with any applicable conservation plans, for the reasons detailed above.

<table>
<thead>
<tr>
<th>XI. MINERAL RESOURCES. Would the project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

The proposed project involves the construction of new modern educational buildings for the relocation of existing on-campus uses, including administration, athletic related facilities, and student support services. Based on maps published by the Department of Mines and Geology, the proposed project site is not located within the MRZ-2 mineral land classification, which is associated with areas where significant mineral deposits are present or where there is a high likelihood for their presence (California Division of Mines and Geology, 1983). Furthermore, according to the Preliminary Geotechnical Report (October 2010), the undeveloped Corner Lot is underlain by undocumented fill, as well as alluvium/colluvium materials. There are no known mineral resources within the project site (Appendix C of this Initial Study). Therefore, there would be no impact to mineral resources from the proposed project.

<table>
<thead>
<tr>
<th>XII. NOISE: Would the project result in:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Potential Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
<td></td>
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<tr>
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</tr>
<tr>
<td>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

As detailed in the Project Description, the proposed project is the relocation and modernization of existing campus uses and functions, and would not result in an increase in student population or intensity of use (i.e., sporting events) beyond what is currently occurring on the campus under the existing facilities and infrastructure. The Modernization Project is not anticipated to generate new vehicular traffic in the area, and existing athletic field activities are not anticipated to increase in intensity or frequency as a result of the turf replacement. The ambient noise levels associated with the campus and surrounding community are not expected to change as a result of the proposed project.

Construction for the various components of the Modernization Project could result in an increase in temporary, short-term noise levels to existing residences located in the project vicinity. The replacement of natural turf on the practice field and soccer/softball field would be of most concern, as these facilities are in close proximity to existing residences. As part of the contractor specifications, construction activities would be required to comply with the City of Chula Vista's Noise Ordinance to minimize intrusion to nearby residences. This temporary noise from construction would be considered less than significant due to necessary compliance with the noise ordinance at the property line.

As stated in the Initial Study Checklist, Section VIII. Hazards and Hazardous Materials, the project site is not located within an airport land use plan or within two miles of a public airport; nor is it in the vicinity of a private airstrip. Therefore, there would be no impact related to the exposure of persons to aviation noise as a result of the proposed project.
For reasons detailed above, the proposed Modernization Project would result in less than significant impacts related to noise.

### XIII. POPULATION AND HOUSING.

Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

The proposed project involves the construction of new modern educational buildings for the relocation of existing on-campus uses, including administration, athletic related facilities, and student support services. The project is intended to accommodate the existing student population onsite, in buildings more in line with state standards for education and learning centers. No new roads or offsite infrastructure is proposed as part of the Modernization Project. The project would not induce growth in the area, nor would it displace any housing or persons. Therefore, the project would not result in impacts associated with population and housing.

### XIV. PUBLIC SERVICES.

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

<table>
<thead>
<tr>
<th>Fire protection?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Police protection?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>
The proposed Southwestern College Modernization Project is located in an urbanized area with available and adequate public services. As detailed in the project description, the project involves the construction of new buildings to provide for more appropriate sized and modernized facilities to support existing on-campus uses and administrative functions, including campus police services. The new buildings and infrastructure has been designed to connect to existing utilities that serve the campus. Therefore, impacts to public services are less than significant.

### XV. RECREATION.

| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | ❑ | ❑ | ❑ | ❑ |

### XVI. TRANSPORTATION/TRAFFIC.

<table>
<thead>
<tr>
<th>Would the project:</th>
<th>❑</th>
<th>❑</th>
<th>❑</th>
<th>❑</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system,</td>
<td>❑</td>
<td>❑</td>
<td>❑</td>
<td>❑</td>
</tr>
<tr>
<td></td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
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<td>------------------------------------------------------------------</td>
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<td>---------------------------------------------------</td>
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</tr>
<tr>
<td>taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?</td>
<td></td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</td>
<td></td>
<td></td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
<td></td>
<td></td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>e) Result in inadequate emergency access?</td>
<td></td>
<td></td>
<td>☒</td>
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</tr>
<tr>
<td>f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?</td>
<td></td>
<td></td>
<td>☒</td>
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</tr>
</tbody>
</table>

The project is the construction of buildings within the Southwestern College campus to support existing uses and administrative functions within appropriately sized and modernized buildings. As noted in the project description, the Southwestern College Modernization Project would not result in an increase in student enrollment or in faculty; and therefore, no increase in vehicle traffic is expected to occur. Furthermore, the City of Chula Vista recently completed the Otay Lakes Road Widening Project which has improved the existing level of service and flow of traffic in the project vicinity. Southwestern Community College District provided an easement to the City along the frontage of Otay Lakes Road to assist with this improvement project.
The project site is not located within an airport land use plan or within two miles of a public airport; nor is it in the vicinity of a private airstrip. The project is not anticipated to result in any impacts to air traffic and safety.

The proposed Modernization Project will not alter any existing public roadways, nor will it result in the introduction of incompatible uses. Pedestrian access along East H Street and Otay Lakes Road is provided with concrete sidewalks, and pedestrians are directed to use marked crosswalks at the intersections for access from the campus across these roadways.

As noted above in the Initial Study Checklist, Section VIII. Hazards and Hazardous Materials, emergency access to the campus and surrounding community would be maintained during project construction. The proposed project would not require the vacation of any existing public roads or alter transportation patterns on adjacent public roadways, thereby affecting emergency evacuation plans or routes currently in place.

The campus has existing connections to bus and bike routes that would not be impacted by the proposed project. The proposed project would not conflict with any alternative transportation policies, plans or programs.

For the reasons detailed above, and based on the Project Description, the proposed Southwestern College Modernization Project would not result in impacts to transportation or traffic, including related to levels of service on vicinity roadways, air traffic safety, roadway hazards, emergency access, and alternative transportation.

<table>
<thead>
<tr>
<th>XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</td>
</tr>
<tr>
<td>☐</td>
</tr>
<tr>
<td>b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
</tr>
<tr>
<td>☐</td>
</tr>
<tr>
<td>c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
</tr>
<tr>
<td>☐</td>
</tr>
<tr>
<td>d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td>e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?</td>
</tr>
<tr>
<td>f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</td>
</tr>
<tr>
<td>g) Comply with federal, state, and local statutes and regulations related to solid waste?</td>
</tr>
</tbody>
</table>

As detailed in the Project Description, the proposed project will not result in an increase in student population or intensity of use on the Southwestern College campus. The project is the construction of buildings within the campus to support existing uses and administrative functions within appropriately sized and modernized buildings. The project site is located in an urbanized area with available and adequate services, and the new buildings have been designed to connect to existing utilities that serve the site. No new or expanded water or wastewater facilities would be required to be constructed as a result of the development of the project.

The development of the proposed project would require the construction of new drainage improvements to tie into the existing storm water facilities onsite and within the adjacent roadways. However, these connections are not anticipated to cause significant environmental effects.

The Modernization Project would not result in an increase in water demand due to the fact that the proposed project does not involve the expansion or intensity of the existing campus uses and population. To ensure that landscaping associated with the proposed development of the Corner Lot did not result in an increase in water usage, the plant palette for this area has been developed to use native and/or drought tolerant vegetation and the project has been designed to connect to existing reclaimed pipelines located along the campus perimeter. Furthermore, the proposed Central Plant is anticipated to result in a decrease in water usage due to the efficient heating and cooling properties of this facility.

Implementation of the project will generate solid waste. There are five, permitted active landfills in San Diego County with remaining capacity. Therefore, there is sufficient existing permitted solid waste capacity to accommodate the project's solid waste disposal needs. With the implementation and construction of the proposed project, Southwestern College (or an authorized representative/contractor) will be required to contract with a certified commercial waste hauler for the collection and disposal of project-related non-recyclable solid waste in accordance with Federal, State and local regulations.
Based on the reasons detailed above, the proposed Modernization Project will not result in an impact on utilities and service systems, including water, wastewater, storm water drainage, and solid waste.

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.**

<table>
<thead>
<tr>
<th>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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Per the instructions for evaluating environmental impacts in this Initial Study, the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory were considered in the response to each question in sections IV and V of this form. In addition to project specific impacts, this evaluation considered the project's potential for significant cumulative effects. Resources that have been evaluated as significant would be potentially impacted by the project, particularly biological and cultural resources. However, mitigation has been included that clearly reduces these effects to a level below significance. This mitigation includes, for biological resource mitigation, a requirement for pre-construction surveys for nesting bird species prior to removal of ornamental, mature trees during the breeding season (February - August); and for cultural resources mitigation, the retention of qualified archaeological and paleontological monitors to be present on-site fulltime during grading to ensure any uncovered resources are analyzed and reported appropriately. As a result of this evaluation, there is no substantial evidence that, after mitigation, significant effects associated with this project would result. Therefore, this project has been determined not to meet this Mandatory Finding of Significance.

<table>
<thead>
<tr>
<th>b) Does the project have impacts that are individually limited, but cumulatively considerable? (&quot;Cumulatively considerable&quot; means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of any cumulative impacts.)</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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</tbody>
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-36-
<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>projects, and the effects of probable future projects?</td>
<td></td>
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</table>

Per the instructions for evaluating environmental impacts in this Initial Study, the potential for adverse cumulative effects were considered in the response to each question in sections I through XVIII of this form. In addition to project direct impacts, this evaluation considered the projects potential for incremental effects that are cumulatively considerable. As a result of this evaluation, there is no substantial evidence that there are cumulative effects associated with this project. Therefore, this project has been determined not to meet this Mandatory Finding of Significance.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

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</table>

In the evaluation of environmental impacts in this Initial Study, the potential for adverse direct or indirect impacts to human beings were considered in the response to certain questions in sections I. Aesthetics, III. Air Quality, VI. Geology and Soils, VIII. Hazards and Hazardous Materials, IX Hydrology and Water Quality, XII. Noise, XIII. Population and Housing, and XVI. Transportation and Traffic. As a result of this evaluation, there were determined to be potentially significant effects to human beings related to air quality, geology and soils, and hydrology and water quality. However, mitigation has been included that clearly reduces these effects to a level below significance. This mitigation includes, for air quality, the use of dust suppression techniques during construction to reduce potential impacts; and for both geology and soils, as well as hydrology and water quality, the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) and associated construction and post-construction Best Management Practices (BMPs) to reduce soil instability, and control and maintain downstream water quality. As a result of this evaluation, there is no substantial evidence that, after mitigation, there are adverse effects to human beings associated with this project. Therefore, this project has been determined not to meet this Mandatory Finding of Significance.
XXIV. References Used in the Completion of the Initial Study Checklist.

ASM Affiliates, Cultural Resources Study for the Southwestern College Modernization Project – Corner Lot, Central Plant, and DeVore Fieldhouse, Chula Vista, California. Prepared by Sinéad Ni Ghabhóin, Ph.D., November 2010.

BCA Architects, 95% DD Submittal Southwestern Community College Corner Lot. September 2010.

California Department of Conservation, Division of Mines and Geology, California Alquist-Priolo Earthquake Fault Zoning Act, Special Publication 42. Revised 1997. (www.consrv.ca.gov)


City of Chula Vista, Multiple Species Conservation Program (MSCP) Subarea Plan. August 1996.


County of San Diego, Air Pollution Control District’s Rules and Regulation. Updated August 2003.

County of San Diego, On-line Hazardous Materials Listings. (www.co.san-diego.ca.us/deh/permits2/envlist.asp)


Uniform Building Code. (www.buildersbook.com)

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: Priya Jerome
Director of Purchasing, Contracting and Central Services

SUBJECT: Resolution Authorizing Trash & Recycling Services for the District

RECOMMENDATION


OVERVIEW

The District utilizes other agencies’ bids to expedite the procurement process. This procedure is called “Piggy Back.” The Chula Vista Elementary School District awarded a contract for Trash and Recycling Services and has included Southwestern Community College District as an authorized agency to contract services under the terms and condition of the contract. The District purchasing staff has analyzed the bid results and has determined that it 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 Contract Code of California, Sections 20118 and 20652.

FISCAL IMPACT/ACCOUNT

No cost to the District.

PJ/DA/Lh
Southwestern Community College District

Resolution No. 1700

Resolution Authorizing Trash and Recycling Services Pursuant to the Chula Vista Elementary School District of the County of San Diego, California Bid No. 07/08-13

WHEREAS, the Chula Vista Elementary School District of the County of San Diego, California conducted a competitive bid that allows Southwestern Community College District (SCCD) to contract under that bid at the same price and upon the same terms and conditions as is available to the Chula Vista Elementary School District of San Diego County, California, pursuant to Sections 20118 and 20652 of the Public Contract Code of California; and

WHEREAS, sealed bids were timely filed in the Chula Vista Elementary School District of San Diego County, California Purchasing Department located at 84 East “P” Street, Chula Vista, CA 91910; and

WHEREAS, the Southwestern Community College District wishes to contract for Trash and Recycling Services; and

WHEREAS, this board has determined it to be in the best interest of the District to purchase or contract for the above-stated service from the bid awarded by the Chula Vista Elementary School District of San Diego County, California; and

WHEREAS, the Chula Vista Elementary School District of San Diego County, California waived its right to require other districts to draw warrants for such contracts in favor of the Chula Vista Elementary School District of San Diego County, California;

NOW, THEREFORE, BE IT RESOLVED, that the contract for Trash and Recycling Services with Allied Waste Systems, Inc. dba Allied Waste Services of San Diego through the Chula Vista Elementary School District of San Diego County, California, is hereby authorized and approved, and is subject to all terms, conditions, and documents as specified in the Chula Vista Elementary School District of San Diego County, California bid award documents; and
BE IT FURTHER RESOLVED, that Denise Whittaker, Interim Superintendent/President of Southwestern Community College District, or her designee, is hereby authorized to execute the necessary contract documents with Allied Waste Systems, Inc. dba Allied Waste Services of San Diego.

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District, of San Diego County, California, this 8th day of June 2011, by the following vote, to-wit:

Ayes:

Noes:

Absent:

Abstentions:

State of California                        SS
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 meeting held on said date.

By: ________________________________________________
    Denise Whittaker
    Interim Secretary to the Governing Board
    of Southwestern Community College District
RESOLUTION #1701
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Southwestern Community College  School District, San Diego County ON MOTION OF

member ______________________ , seconded by member ______________________


IT IS RESOLVED AND ORDERED that

1. The authorized agent (one person only) to receive mail from the Accounting/Payroll
Section is Wayne Yanda
2. The authorized person(s) or district(s) to pick up warrants from the County Office
(other than the mail addressee) are:

Francisco Ambriz  Thomas Beasley  Priya Jerome
Wayne Yanda  Lori Gorton  John Brown

3. Check one  hold  consortium
x  Monthly payroll warrants each and every month.

Check one  x  Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be
submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 8, 2011 By the following vote:
(date)

AYES: ________ MEMBERS

NOES: ________ MEMBERS

ABSENT: ________ MEMBERS

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO  ) SS

I, Denise Whittaker, Interim Secretary to the Governing Board, do hereby certify that the foregoing
is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly
called and conducted meeting held on said date.

Denise Whittaker
Interim Secretary to the Governing Board

Manual signature(s) of authorized person(s):
Francisco Ambriz
John Brown
Priya Jerome

San Diego County Office of Education

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec 5501

Thomas Beasley
Lori Gorton
Wayne Yanda
AGENDAS

References: Education Code Sections 72121 and 72121.5;
Government Code Sections 6250 et seq. and 54954 et seq.

It shall be the responsibility of the Governing Board President, in consultation with the
Superintendent/President, to identify the agenda items for each regular and special meeting,
in accordance with Robert Rules of Order, pursuant to Policy No. 2355, "Decorum." It shall be
the responsibility of the Superintendent/President, to develop and prepare an agenda
containing the items of business to come before the Governing Board at each regular and
special meeting, consistent with District Policy & Procedure No. 2510, "Shared Planning &
Decision Making," and No. 2515 "Academic Senate: 10+1."

Members of the Governing Board, staff members, and members of the public may submit
items to be placed on the Governing Board meeting agenda pursuant to District Procedure
No. 2340.

No business may be acted on or discussed which is not on the agenda, except when one
or more of the following apply:

- a majority decides there is an “emergency situation” as defined for emergency
  meetings;
- two-thirds of the members (or all members if less than two-thirds are present)
  determine there is a need for immediate action and the need to take action
  came to the attention of the Board subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held
  not more than five days earlier.

The agenda shall be posted adjacent to the place of meeting at least 72 hours prior to the
meeting time for regular meetings. The agenda shall include a brief description of each
item of business to be transacted or discussed at the meeting, and specify the date, time
and location of the meeting. If requested, the agenda shall be provided in appropriate
alternative formats so as to be accessible to persons with a disability. The Superintendent/
President shall establish administrative procedures that provide for public access to agenda
information and reasonable annual fees for the service.

The order of business may be changed by consent of the Governing Board.

See also, District Policy No. 2345, "Public Participation at Board Meetings."

Adopted: 4/19/06
AGENDAS

References: Education Code Sections 72121 and 72121.5;
Government Code Sections 6250 et seq. and 54954 et seq.

It shall be the responsibility of the Governing Board President, in consultation with the Superintendent/President, to identify the agenda items for each regular and special meeting, in accordance with Robert Rules of Order, pursuant to Policy No. 2355, "Decorum." It shall be the responsibility of the Superintendent/President, in consultation with the Governing Board President, to develop and prepare an agenda containing the items of business to come before the Governing Board at each regular and special meeting, consistent with District Policy & Procedure No. 2510, "Shared Planning & Decision Making," and No. 2515 "Academic Senate: 10+1."

Members of the Governing Board, staff members, and members of the public may submit items to be placed on the Governing Board meeting agenda pursuant to District Procedure No. 2340.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an "emergency situation" as defined for emergency meetings;
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier.

The agenda shall be posted adjacent to the place of meeting at least 72 hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting, and specify the date, time and location of the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability. The Superintendent/President shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

The order of business may be changed by consent of the Governing Board.

See also, District Policy No. 2345, "Public Participation at Board Meetings."

Adopted: 4/19/06
Revised & Adopted:
AGENDAS

Reference: Education Code Sections 72121

Any Governing Board member may put items pertinent to the subject matter jurisdiction of the Governing Board on the agenda. Members of the Governing Board who wish to introduce an item for action at the public Board meeting at which that item is first considered should submit such item for inclusion on the agenda with the Governing Board President and the Superintendent/President at least seven (7) working days preceding public notice of the next Governing Board meeting for agenda items that do not require enclosures and at least twelve (12) working days preceding public notice of the next Governing Board meeting for agenda items that require enclosures.

Any staff member or member of the public may request an item to be placed on the agenda of a regularly scheduled Governing Board meeting by submitting a written request with the Office of the Superintendent/President at least seven (7) working days preceding public notice of the next Governing Board meeting for agenda items that do not require enclosures and at least twelve (12) working days preceding public notice of the next Governing Board meeting for agenda items that require enclosures. An agenda item submitted by a member of the public and heard at a public meeting may not be resubmitted within 90 days of the initial submission.

A written request to place an item on the Governing Board meeting agenda shall include the name, address and telephone number of the person(s) making the request, the name of the organization represented (if any), the nature of the request, and supportive information regarding the request.

The Superintendent/President shall post an agenda containing a brief description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.

Governing Board meeting agendas are made available to employees and members of the public as follows:

- A hard copy of the agenda is posted outside the Office of the Superintendent/President, the Office of Communications, Community & Government Relations, and the place of meeting, at least 72 hours prior to the meeting time;
- An electronic copy of the agenda is posted on the College District's website at www.swccd.edu under "About SWC;"
- An electronic copy is posted in the Public Folders of the College District's email network; and
- Persons with a disability may request an agenda in an alternative format. A fee may be charged for the alternative format service, based upon actual cost to the College District.
AGENDAS

Reference: Education Code Sections 72121

Any Governing Board member may put items pertinent to the subject matter jurisdiction of the Governing Board on the agenda. Members of the Governing Board who wish to introduce an item for action at the public Board meeting at which that item is first considered should submit such item for inclusion on the agenda with the Governing Board President and the Superintendent/President at least seven (7) working days preceding public notice of the next Governing Board meeting for agenda items that do not require enclosures and at least twelve (12) working days preceding public notice of the next Governing Board meeting for agenda items that require enclosures.

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- Persons with a disability may request an agenda in an alternative format. A fee may be charged for the alternative format service, based upon actual cost to the College District.
THE SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

References: Education Code Sections 2600 and 72000(b);
Elections Code Section 18304

The Southwestern Community College District shall be referred to as the “College District” in all documents, policies, procedures, correspondence and/or all other forms of written communication.

The name, College seal and logo(s) are is the property of the College District. No person shall, without the permission of the Board, use this name or the name(s) of any college(s) or other facilities of the College District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the College District.

The College District consists of all programs and facilities owned, leased, and/or operated by Southwestern Community College District. The following college and/or education centers:
- Southwestern College
- Higher Education Center at National City
- Higher Education Center at Otay Mesa
- Higher Education Center at San Ysidro

Geographic Area of College District. The College District shall consist of all the geographic area within the boundaries of the Southwestern Community College District as recorded in the Office of the San Diego County Superintendent of Schools (Calif. Ed. Code, Section 2600).
DELEGATION OF AUTHORITY TO THE SUPERINTENDENT/PRESIDENT

References: Education Code Sections 70902(d) and 72400; Accreditation Standards IV.B.1.j and IV.B.2

The Governing Board hereby delegates to the Superintendent/President the responsibility for executing all decisions of the Governing Board requiring administrative action. The Superintendent/President shall have full authority and responsibility for the proper conduct of the business and education programs of the District. This delegation of authority to the Superintendent/President shall remain in effect until revoked by the Governing Board.

Pursuant to Education Codes §§81655-81656 and Public Contract Codes §§20111 and §20651, the Governing Board hereby delegates authority to the Superintendent/President to make purchases and/or enter into contracts which are operational in nature on behalf of the College District for the lease or purchase of equipment, materials, supplies, or services. The amount of authority is subject to changes made by the San Diego County Office of Education in its "Annual Adjustment to Bid Threshold." This delegation of authority to the Superintendent/President shall remain in effect until revoked by the Governing Board.

1. A list of all purchases and/or contracts made pursuant to this authority shall be submitted for review by the Governing Board as an Information item on the monthly Governing Board agenda.

2. Every recommended purchase and/or contract which exceeds this authority shall be submitted for approval by the Governing Board as an Action item on the monthly Governing Board agenda.

The Superintendent/President may delegate any powers and duties authorized by the Governing Board, including the administration of education centers, but shall be responsible to the Board for the execution of such delegated powers and duties.

The Superintendent/President is empowered to reasonably interpret and administer Governing Board policy. When there is no applicable written policy, the Superintendent/President shall have the power to act, but such decisions shall be subject to review by the Governing Board. It is the duty of the Superintendent/President to inform the Governing Board of such action and to recommend a written Board policy if necessary.

The Superintendent/President is expected to perform the duties contained in the Superintendent/President's job description and contract and to fulfill other

Adopted: 3/12/08
Revised & Adopted: ________________
DELEGATION OF AUTHORITY TO THE SUPERINTENDENT/PRESIDENT

Responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Governing Board in consultation with the Superintendent/President.

The Superintendent/President will communicate regularly with each member of the Governing Board to review District business. The Superintendent/President shall inform the Governing Board of new developments and significant events in the field of higher education. Individual members of the Governing Board have the right to review or inspect any District documents or records which would otherwise be disclosable pursuant to the California Public Records Act, at any reasonable time upon request for the purpose of fulfilling their duties and responsibilities as Governing Board members.

The Superintendent/President shall generate any reports requested by the Governing Board as a whole or by any Board Committee. The Superintendent/President will also generate reports requested by individual members of the Governing Board where such requests are made at a Board meeting or made in writing and submitted to the Superintendent/President, with a copy to the full Governing Board, unless the Governing Board, in its sole discretion, determines that the request is unduly burdensome or disruptive to District operations. Information provided to any Governing Board member shall be provided to all members; except that the Student Trustee may not receive confidential materials.

The Superintendent/President shall ensure compliance with all relevant laws and regulations, and that required reports are submitted in timely fashion.
Student Learning Outcomes and
Administrative Unit Outcomes Assessment

References: Ed. Code Section 70902 (b)(7)
WASC Standards I, II, III and IV

As the College District enters a new era of education, the instruction, measurement and assessment of learning will now include assessment based on successful completion of Student Learning Outcomes (SLO) and Administrative Unit Outcomes (AUO). Our goal is to work in partnership with our students in the development of skills necessary to become successful life-long learners in the four Institutional Student Learning Outcomes (ISLO), which include communication skills (listening, speaking, reading, writing), thinking and reasoning (creative thinking, critical thinking, quantitative reasoning), information competency (research and technology) and global awareness (social, cultural, and civic responsibility).

To better help Southwestern College enact its value of student success and high academic standards, the Southwestern College Governing Board has adopted this district policy on SLO/AUO Assessment. Setting expected outcomes for student learning and assessing students' level of achievement through ISLOs/SLOs/AUOs will help guide future decisions regarding instruction, student services and administrative support.

As per Policy and Procedures 2515, Faculty are given the right by our Governing Board to assume primary responsibility for making recommendations in the areas of curriculum and academic standards, such as development and assessment of SLOs. SLO assessment data provides information to faculty for development of strong programs, effective curricula, innovative teaching, and high quality student learning. In addition, SLO assessment assists disciplines, programs and our institution by providing evidence of quality teaching and student learning expected by Western Association of Schools and Colleges Accreditation (WASC).

The Academic Senate, Student Service Programs, and Administrative Units supports SLO/AUO assessment as a means of understanding and improving student learning. At Southwestern College, assessment of student learning outcomes is never a part of faculty/staff evaluation as there are too many variables that can impact student learning that are beyond faculty/staff control. Individual institutions make individual choices about how they will use the tools of student learning assessment. Southwestern College will not use the tools of assessment in any of the following ways:

- The College District will not use assessment of SLOs as an end in itself to meet an Accreditation requirement. Rather the assessment data generated will be directly used to promote and improve student learning.
Student Learning Outcomes and Administrative Unit Outcomes Assessment

- The College District will not use assessment of SLOs punitively or as a means of determining faculty or staff salaries or rewards. The purpose of SLO assessment is to evaluate student learning.

- The College District will not use any single mode of assessment to answer all questions or strictly determine program decisions.

- The College District will not use assessment in a way that will impinge upon the Academic Freedom or professional rights of faculty established in education code. Individual faculty members continue to exercise their best professional judgment in matters of curriculum, assessment and grading.

- The College District will not assume that a single assessment can answer all questions about all students. We will not assume that we need to directly assess all students in order to learn about the effectiveness of our programs and policies.

- The College District will not use assessment only to evaluate the end of the student's experience or merely to be accountable to outside parties.

- The College District will not assume that assessment is only quantitative. Indicators of student learning can be expressed both as quantitative and qualitative data based on established criteria.

- The College District must not assume that SLO assessment consists only of grading. While numerical scales or rubrics (such as the four-point grading scale) can be useful, their accuracy always depends on the clear understanding of the concepts behind the numbers.

This policy reaffirms the central role of faculty/staff in the assessment process and allows academic, student service programs, and administrative units flexibility to choose measurement and assessment methods that will be most useful and appropriate to faculty disciplines and staff.
Southwestern Community College District Policy  

No. 4500 6063

Instruction

Academic Affairs

Student News Media and Journalism Publications

Student Newspaper Policy

Reference:  
U. S. Constitution, Education Code Sections Title 5 §55200

Philosophy

America’s founders recognized the seminal importance of free speech and a free press. Journalism is specifically protected by the Constitution of the United States of America. Freedom of expression is guaranteed under the First Amendment to the Constitution of the United States. By law, all U.S. college media retain the same rights as those extended to professional news media.

The Southwestern College Governing Board protects freedom of expression and promotes the ideals of freedom of the press by thus establishing this policy for college news media. College news media are defined as any news/feature publications issued under the name of the District, funded by the District, and produced by students as an integral part of instruction in the Journalism program. These include, but are not limited to, student newspaper and magazine reporting, broadcast news journalism and internet news journalism. The term "editorial" refers to all content other than advertising.

College news media, as laboratory publications of the Journalism curriculum, shall provide vehicles to train students for careers in mass communication. College news media shall also serve the entire Southwestern Community College District community by reporting the news, including District-sponsored events and activities, providing a forum for comment and criticism, and encouraging free expression. College news media are crucial in establishing and maintaining an atmosphere of free and responsible discussion. College news media shall be granted editorial freedom by the Southwestern Community College District in order to maintain their integrity as vehicles for free inquiry and free expression in the community. The editorial freedom of the college media is a Constitutional guarantee and must not be abridged. Because of this and as per California law, college media faculty advisers are guaranteed freedom from retaliation or harassment for content of student publications.

The editorial and advertising materials published in each news medium, including any opinions expressed, are the responsibility of the student staff. A student Editorial Board comprised of members of the newspaper staff shall be the executive body of the college newspaper. As provided by appropriate state and federal court decisions and statutes, materials created by students are free from prior restraint by virtue of the First Amendment to the United States Constitution.

Adopted:

Replaces District Policy No. 6063
Student News Media and Journalism Publications
Student Newspaper Policy

District recognizes Southwestern College student newspaper as an integral part of the Southwestern College curriculum. Funding should ensure that all students are able to participate in a meaningful educational experience and have the opportunity to have their work published, based on merit. Students will be supported and protected from undue influence, retaliation or coercion in the form of fiscal constraints or attempts to for published content, or content in development.

The Southwestern College campus newspaper is a First Amendment Forum and public forum publication. This policy is hereby adopted so as to encourage a responsible exercise of such freedoms and to guarantee their protection.

Policy 6063: STUDENT NEWSPAPER POLICY

A. Policies and procedures for the Southwestern newspaper, Sun, are based on the following considerations:

1. The constitution of the United States of America is the law of the land.

2. The college newspaper is a newspaper printed in the United State of America and therefore subject to all rights and restrictions under the constitution.

3. College newspaper personnel will be guided by the following code of ethics:

   The college newspaper will attempt to live up to the code of the American Society of Newspaper Editors as follows: The primary function of a newspaper is to communicate to the human race what its members do, feel, think. Journalism, therefore, demands of its practitioners the widest range of intelligence, of knowledge, and of experience, as well as natural and trained powers of observation and reasoning. To its opportunities as a chronicler are indissolubly linked its obligations as teacher and interpreter.

   To the end of finding some means of codifying sound practice and just aspirations of American Journalism, the canons of good journalism as adopted by the American Society of Newspaper Editors will be followed.

Adopted:
Replaces District Policy No. 6063
Student News Media and Journalism Publications
Student Newspaper Policy

B. Advisor. The college shall appoint a faculty member as Advisor to the newspaper.
   The responsibilities of the Advisor are as follows:

1. Serve as ex-officio member of the Student Publications Board.

2. Serve as instructor of Journalism 200-1-2, Campus Newspaper Production, providing expertise in principles and methods of copy reading, page layout, staff organization, headline writing, photo-journalism, and any other matters related to newspaper production.

3. Advise College newspaper staff regarding any question of content makeup and any other matters related to newspaper production.

4. Conduct weekly staff meetings to critique the college newspaper as published to suggest improvements.

5. Consult with each staff writer weekly to provide feedback on writing quality and to offer suggestions for improvement.

6. The Advisor shall have authority and responsibility to challenge, prior to printing, any article containing matter which is not protected under the free speech clause of the First Amendment to the Constitution, such as libel, obscenity, invasions of privacy, and certain types of inflammatory matter which is likely to cause riots, disorder, and disruption of the educational process. The Advisor shall have the final right of decision after review of the article in question with the student Editor-in-Chief and the newspaper staff. This is to be construed to only pertain to words and word usage and does not give the Advisor the authority to determine content or editorial policy of the college newspaper. A challenge to the Advisor’s direction concerning words or word usage must be submitted in writing to the Student Publications Board for a hearing.

7. At least three (3) weeks prior to the end of each semester the Advisor will advertise that applications for the position of Editor-in-Chief of the newspaper are being accepted. All applications will be submitted to the newspaper staff. The Advisor will present the name of the person chosen by the staff for the position of Editor-in-Chief to the Student Publications Board for confirmation.

C. Editor-in-Chief. Prior to the end of each semester, the Editor-in-Chief will be elected by the members of the newspaper staff, and confirmed by the Student
Student News Media and Journalism Publications
Student Newspaper Policy

Publications Board. The responsibilities of the Editor-in-Chief are as follows:

1. Organization of the newspaper staff, and assignment of duties to sub-editors, news reporters, editorial and opinion writers, photographers, circulation workers, and business manager.

2. Weekly production of the college newspaper, insuring that the newspaper, insuring that the newspaper meets editorial standards and college newspaper policy.

3. Prepare budgets as requested.

4. Prepare printing specifications and submit to college Business Office. Final selection of a printer will be in accordance with standard college procedure for all bids, with the concurrence of the Business Office, Newspaper Advisor, and Editor-in-Chief.

5. Promote or demote staff members as deemed appropriate.

D. Newspaper Staff. The newspaper staff will consist of all students enrolled in Journalism 200-1-2, College Newspaper Production. The staff will be responsible for the following:

1. Prior to the end of each semester, elect an Editor-in-Chief for the following semester.

2. Carry out assignments made by Editor-in-Chief.

E. Student Publications Board. The Student Publications Board will consist of seven (7) members appointed as follows: one administrator appointed by the Superintendnet/President; two faculty members appointed by the Chairperson of the Academic Senate with the concurrence of the Academic Senate (the Senate Chairperson will designate one faculty member as Chairperson of the Board); two students appointed by the A.S.O. President with the concurrence of the A.S.O. Senate; two students members appointed by and from members of the students enrolled in Journalism 200-1-2.

The Director of Student Services, the Faculty Adviser, and the Editor-in-Chief are ex-officio members of the Board with full rights of discussion but ineligible to vote.
Student News Media and Journalism Publications
Student Newspaper Policy

The Chairperson of the Board will appoint a secretary who will record and report minutes of all meetings.

The Board member appointed by the Superintendent/President will be responsible for the maintenance and availability of all records and minutes of Board meetings.

The responsibilities of the Board are as follows:

1. **Meetings.** The board will meet at the discretion of the Chairperson, or at the request of any three (3) voting members. All meetings are open to the public, and must be advertised in writing at least twenty-four (24) hours in advance with a printed agenda listing items to be covered. At least one annual meeting will be called for the purpose of reviewing, and possibly proposing changes to, the newspaper publication policy.

   The Board may meet in executive session to discuss only personnel matters.

2. **Quorum.** A quorum will consist of four (4) voting members.

3. **Confirm the Editor in Chief.** The newspaper after the newspaper staff has elected a person to that position and the name has been submitted to the Board by the Advisor. Confirmation will be by a unanimous vote of at least four voting members.

4. **After all rules of due process have been observed,** effect removal of the Editor in Chief, if deemed necessary, by unanimous vote of at least four (4) voting members.

5. **Within twenty-four (24) hours of receipt of a written challenge to the Advisor's direction,** the Board will meet and rule on the validity of the challenge.

6. **The Board is authorized to issue an advisory opinion to the Editor in Chief and/or newspaper staff at any time.**
FACULTY RECOGNITION AWARD

The Southwestern Community College District Governing Board recognizes the need to honor outstanding faculty. The purpose of the Faculty Recognition Awards is to recognize teaching Full-Time and Part-Time faculty excellence and leadership for contributions to students, the College District, the community and the teaching profession by faculty employed at Southwestern College for a minimum of two (2) full academic years.
COURSE ADDS AND DROPS

Reference: Education Code Section 70902

The primary responsibility for class attendance and maintaining an accurate registration record rests with the student. Each student must submit adds or drops during the registration period of each term within published timelines.

Instructors are responsible for maintaining accurate and proper accountability records for state apportionment requirements. Instructors must drop inactive students to include: no shows, no longer participating in the course and/or who have officially withdrawn.

See Procedure No. 5075, “Course Adds and Drops.”

Policy 6021 CLASS CHANGES

Students are responsible for each course on their official study list filed at registration. Class withdrawals are permitted without effect on record or grade, beginning the first week of classes through the end of the fourth week for a regular semester; and, until the deadline published for a short-term course or summer session.

Adding a Class after Registration

1. Students may add a class only by officially filing a Class Add form in the Admissions Center during the first week of a semester, or prior to the deadline established for short-term courses or summer session.

2. To add a course, a student must obtain the instructor's signature of approval for each course added, and file the Class Add form in the Admissions Center. Note: A class enrollment is not official until the Class Add form is filed. A request to add a course may be accepted in the Admissions Center, but will be rejected later if found to be a repeated course.

3. A student cannot be added into a class by simply writing a name on the roster. The instructor, after granting approval to the student to add, must direct the student to the Admissions Center to file an approved Class Add form. Note: The student should present, by the next class meeting, a validated form to verify adding the class.

Withdrawing from Class after Registration

Adopted: Replaces District Policy #5021 & #6093
COURSE ADDS AND DROPS

1. A student may officially withdraw from a course only by filing a Class Withdrawal form in the Admissions Center.

2. Students are permitted to withdraw from a course through the twelfth week of the regular semester and the deadline established for summer session, and received a "W" grade. After the withdrawal deadline, students must be assigned a grade (A, B, C, D, F or I, CR or NC).

Dropping Students from Class

1. Instructors may drop any student who fails to attend the first class meeting.

2. Instructors must drop a student from with or without an explanation for never attending class the first week of the term, unless the student has contacted the instructor beforehand and the instructor granted an excused absence.

3. Instructors may drop a student from a class if the hours of unexcused absences exceed the number of hours the class meets per week, or if the student's total hours of absence for any reason exceed twice the number of hours the class meets per week.

4. Instructors must drop from class any student who has not been in attendance during a period of 14 consecutive calendar days.

5. Instructors may drop a student from class after every reasonable attempt to notify the student of the proposed action, for:

   a. Academic cheating or plagiarism

   b. Disruptive behavior

   c. Non-performance (failure to participate in the required activities of the course)

   d. Excessive tardiness—Excessive tardiness is defined as a student arriving late to a class or required class activity more than three times after the first two weeks of each semester or the first week of a short course or Summer Session. After a student is tardy for the third time, if it is the intent of the instructor to drop the student, the instructor shall verbally or in writing warn the student that an additional tardy may subject the student to being dropped from the class. Following such a warning, the instructor may drop a student from class upon the next occasion of the student being tardy.
COURSE ADDS AND DROPS

Any instructor may adopt a more permissive tardiness policy. Any modified policy shall be reviewed with the instructor's students at the beginning of the course and will include the provision that a written or verbal warning must be given prior to dropping a student from class.

Instructors may temporarily restrict entry to the classroom due to an unusual learning activity such as (but not limited to) tests, group dynamic exercises, experiments or guest speakers.

6. Students have the right to appeal any actions taken under this policy through the Grievance and Order Committee.

7. If the exclusion is appealed, the student will have the right to return to class pending action by the Grievance and Order Committee providing there is no repetition of the original cause for exclusion.

Policy 6093 Attendance in Classes

Each student is expected to attend every meeting of every class in which he/she is registered. In case of absence, it is the responsibility of the student to inform the instructor.

Dropping Students from Classes

1. Instructors may drop any student who fails to attend the first class meeting if the class is at maximum enrollment and other students are waiting to enroll.

2. Students will be dropped from class for lack of a prerequisite.

3. During the add-period of the term, instructors must drop a student from class with or without an explanation for never attending class unless the student has contacted the instructor beforehand and the instructor granted an excused absence.

4. After the add-period of the term instructors may drop a student from a class if the hours of unexcused absences exceed the number of hours the class meets per week, or if the student's total hours of absence for any reason exceed twice the number of hours the class meets per week.

5. Instructors must drop from class any student who has not been in attendance during a period of 14 consecutive calendar days unless an approved leave of absence petition has been filed with the Admissions Office.

Adopted:
Replaces District Policy #6021 & #6093
COURSE ADDS AND DROPS

6. Instructors may drop a student for excessive tardiness. Excessive tardiness is defined as a student arriving late to class or require class activity more than three times after the first two weeks of each semester or the first week of a short course or Summer Session. After a student is tardy for the third time, if it is the intent of the instructor to drop the student, the instructor shall verbally or in writing warn the student that an additional tardy may subject the student to being dropped from the class. Following such a warning, the instructor may drop a student from class upon the next occasion of the student being tardy.

An instructor may not lock a classroom door. However, instructors may temporarily restrict entry to the classroom due to an unusual learning activity such as (but not limited to) tests, group dynamic exercises, experiments or guest speakers.

7. Instructors may exclude a student for two class meetings pursuant to misconduct law. Misconduct is defined as:

a. Academic cheating and plagiarism.

b. Disruption of instruction activity, administrative procedures or public service functions, continued disruptive behavior, continued willful disobedience, habitual profanity or vulgarity, or the open and persistent abuse of college personnel.

c. The use, sale or possession on campus, or presence on campus under the influence of alcoholic beverages, narcotics, other hallucinogenic drugs or substances, or any poison classified as such by schedule "D" in Section 4160 of the Business and Professions Code.

d. Alteration or misuse of college documents, including acts of forgery and furnishing false information.

e. Acts or threats of damage to or theft of property belonging to or located on college-controlled property or facilities.

f. Act or threat of physical abuse of any person. Assault or battery upon any student, college personnel or authorized college-guest, or any other person.

g. Violation of college regulation of State law.

8. Students have the right to appeal any actions taken under this policy through the Grievance or Order policy.
COURSE ADDS AND DROPS

9. If the exclusion is appealed, the student will have the right to return to class pending action by the Grievance and Order Committee providing there is no repetition of the original cause for exclusion.

Note: Attendance requirements may vary in programs where attendance regulations are established by an outside regulatory agency. When this occurs, students will be notified in advance of the attendance requirements of the program.
PROFESSIONAL DEVELOPMENT

References:
- Title 5, California Code of Regulations, Sections 55700-55732
- WASC Accreditation Standard III.A.5
- NCAHLC Accreditation Criterion Four, Core Component 4a

The Southwestern Community College District promotes a life of learning for its faculty, administration, staff, and students by fostering and supporting professional development, inquiry, creativity, practice, and social responsibility in ways consistent with its mission through the programs described in district procedures 7160 Professional Development.

a. Professional Development is planned to support the mission and vision of the College District.

b. Planning for professional development is integrated with College District Strategic planning goals.

c. The College District plans and supports professional development activities to meet the needs of all personnel: Classified Professionals, Full-time Faculty and Part-time Faculty, and Administrators/Managers.

d. The College District plans and supports professional development activities to meet identified teaching and learning needs.

e. The College District plans and supports professional development activities for all personnel at all College District locations and as well as providing opportunities for professional development via distance learning when appropriate.

f. With the assistance of participants, the College District systematically evaluates all professional development activities and the Staff Development Program, and uses the results of these evaluations as the basis for improvement.

g. The College District demonstrates a forward-looking concern for ensuring educational quality through investments in professional development. Adequate resources are provided to conduct professional development activities.
CODE OF ETHICS

Reference: Accreditation Standard IV.B.1.a, e, and h

The Governing Board is committed to serving the educational needs of all residents of the Southwestern Community College District, and to carrying out its duties in accordance with the highest standards of ethical behavior. The Governing Board shall foster awareness of ethical expectations by:

- Providing the Code of Ethics policy and procedure to all trustees and having them available at Board meetings;
- Including a review of the Code of Ethics when orienting new Board members;
- Assuring the vitality of the Code of Ethics by reviewing, reading and signing the Code of Ethics at its annual retreat;
- Using the Code of Ethics as criteria in the Board self-evaluation process.

The Governing Board has responsibility for monitoring itself, and ensuring that laws and policies are followed. Addressing alleged violations of the Code of Ethics is the responsibility of the Board President or other members identified by the Board. Any response to such allegations must uphold the public trust.

1. The Governing Board shall annually designate a standing "Special Counsel" from the list of legal firms approved by the Board to provide legal services to the College District. The Special Counsel shall be an attorney other than the SWC Campus Counsel or employed or associated with the SWC Campus Counsel and shall report directly to the Governing Board.

2. Within 90 days of the date the alleged violation becomes known or should have become known, all complaints of alleged violations of Policy No. 2715, "Code of Ethics," shall be submitted in writing, in a sealed envelope addressed as follows:

   Special Counsel c/o Executive Assistant
   Office of the Superintendent/President
   Southwestern Community College District
   900 Otay Lakes Road
   Chula Vista, CA 91910

3. The Executive Assistant shall stamp the envelope addressed to the Special Counsel as "Confidential" with date and time of receipt of the envelope and immediately
CODE OF ETHICS

thereafter inform the Special Counsel of the receipt of the envelope and forward it, as received, to the address of record for the Special Counsel.

4. The Special Counsel shall review and assess the complaint(s) and, as a part of that review, contact the Governing Board member(s) named in the complaint and provide the Governing Board member(s) the opportunity to provide any information regarding the complaint which would enable Special Counsel to determine if the complaint provides sufficient information to establish the possible violation of the Code of Ethics Policy.

5. If, upon completion of the review and assessment of the complaint, the Special Counsel determines that the complaint is without merit or provides insufficient information to determine that a violation of the Code of Ethics Policy, Special Counsel shall dismiss the complaint and inform the complainants, if known, and the Governing Board member(s) named in the complaint of the dismissal. Upon recommendation of the Governing Board member(s) named in the complaint, the dismissal shall be announced at the next regularly scheduled Governing Board meeting.

6. If Special Counsel determines that the complaint provides sufficient information to establish a possible violation of the Code of Ethics Policy, Special Counsel shall present such findings to the Governing Board, in open session at a regularly scheduled or special Governing Board meeting. At that time Special Counsel will make recommendations for those matters contained in the complaint that are within the jurisdiction or responsibility of the Governing Board. If unresolved at the local level or deemed necessary by Special Counsel, the complaint will be forwarded to such other governmental agency having responsibility for the assessment, investigation, and/or enforcement of any applicable laws or regulations relating to the alleged violation of the Code of Ethics Policy.

Possible violations of the Code of Ethics include, but are not limited to, the following:

- Verbal attacks against any person at a public meeting;
- Publicly advocating against Board decisions after they are made;
- Sabotaging the work of the Board;
- Attempting to administer, rather than govern the District;
- Advocating a single interest instead of the common public good;
- Appearing to be the agent of a union, specific community group, or business interest.

The Governing Board will promptly address any alleged violation by a Board member or Board members of the Code of Ethics in the following manner:
CODE OF ETHICS

The Superintendent/President and Board President are authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of Policy No. 2715, “Code of Ethics.” Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

Violations of Board Policy No. 2715, “Code of Ethics,” will be addressed by the Board President, who will first discuss the alleged violation with the Board member. If resolution is not achieved and further action is deemed necessary, the President will appoint a two-member ad hoc committee. The committee will initiate a thorough fact-finding process regarding the alleged violation, including interviews with the person making the allegation and the member in question. The committee will recommend further courses of action to the Board. The Board will consider the committee's findings. If the Board determines that the member has not violated Policy No. 2715, the process shall be concluded. If the Board determines that a violation has occurred, sanctions will be determined by the Board. If the Board President is perceived to have committed the violation, the Vice President of the Board is authorized to pursue resolution.
SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES and EXPENSES
General Fund - Unrestrict/Restricted (Combined)
Report Ending
April 30, 2011

April 2009-10/2010-11
General Fund - Combined

<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>
<th>% of 2009-10 Budget</th>
<th>% of 2010-11 Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$5,467,987</td>
<td>$3,931,587</td>
<td>$1,536,400</td>
<td>$6,523,056</td>
<td>$6,339,983</td>
<td>$(183,073)</td>
<td>$2,653,597</td>
<td>77%</td>
<td>$2,824,210</td>
</tr>
<tr>
<td>State Revenues</td>
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<td>$59,031,258</td>
<td>$(394,809)</td>
<td>$60,531,488</td>
<td>$61,042,601</td>
<td>$5,511,113</td>
<td>$46,801,950</td>
<td>79%</td>
<td>$44,554,278</td>
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<tr>
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<td>$28,955,266</td>
<td>$(2,145,090)</td>
<td>$24,889,093</td>
<td>83%</td>
<td>$24,134,102</td>
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<tr>
<td>Other Revenues</td>
<td>$175,000</td>
<td>$175,000</td>
<td>-</td>
<td>$175,000</td>
<td>$175,000</td>
<td>-</td>
<td>$(300,938)</td>
<td>-173%</td>
<td>$(250,934)</td>
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<tr>
<td>Total Revenues</td>
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<td>$(2,581,733)</td>
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<td>$96,512,858</td>
<td>$(1,817,050)</td>
<td>$74,022,062</td>
<td>71%</td>
<td>$71,221,636</td>
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</table>

Expenses

<table>
<thead>
<tr>
<th>Category</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 2009-10 Budget</th>
<th>% of 2010-11 Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Salaries</td>
<td>$42,765,275</td>
<td>$39,252,597</td>
<td>$(3,512,678)</td>
<td>$43,747,604</td>
<td>$40,191,844</td>
<td>$(3,555,760)</td>
<td>$33,806,798</td>
<td>79%</td>
<td>$33,923,923</td>
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<tr>
<td>Classified and Other Nonacademic Salaries</td>
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<td>$23,111,140</td>
<td>$711,703</td>
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<td>$25,361,501</td>
<td>$(670,167)</td>
<td>$18,134,516</td>
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<td>$19,312,000</td>
</tr>
<tr>
<td>Employee Benefits</td>
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<td>$14,573,956</td>
<td>$(225,786)</td>
<td>$15,505,662</td>
<td>$15,567,533</td>
<td>$(519,871)</td>
<td>$11,720,806</td>
<td>82%</td>
<td>$12,452,040</td>
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<tr>
<td>Supplies and Materials</td>
<td>$2,569,981</td>
<td>$2,512,948</td>
<td>$(57,033)</td>
<td>$3,732,817</td>
<td>$3,675,683</td>
<td>$(57,134)</td>
<td>$2,226,995</td>
<td>87%</td>
<td>$2,112,084</td>
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<tr>
<td>Other Operating Expenses and Services</td>
<td>$11,887,609</td>
<td>$10,996,388</td>
<td>$(891,221)</td>
<td>$12,003,739</td>
<td>$12,026,301</td>
<td>$(22,562)</td>
<td>$8,857,703</td>
<td>75%</td>
<td>$7,831,224</td>
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<tr>
<td>Capital Outlay</td>
<td>$1,493,063</td>
<td>$1,446,944</td>
<td>$(46,119)</td>
<td>$1,668,658</td>
<td>$1,233,188</td>
<td>$(435,470)</td>
<td>$1,083,911</td>
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<td>$492,239</td>
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<tr>
<td>Other Outgo</td>
<td>$2,732,675</td>
<td>$1,628,876</td>
<td>$(1,103,799)</td>
<td>$2,814,636</td>
<td>$1,641,301</td>
<td>$(1,173,335)</td>
<td>$999,669</td>
<td>37%</td>
<td>$395,177</td>
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<td>Total Expenses</td>
<td>$95,196,210</td>
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<td>$(1,731,561)</td>
<td>$103,644,250</td>
<td>$98,697,372</td>
<td>$(4,946,878)</td>
<td>$76,848,406</td>
<td>77%</td>
<td>$76,518,687</td>
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</tbody>
</table>

Change in Fund Balance

<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>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,334,350</td>
<td>$3,184,522</td>
<td>$(2,149,828)</td>
<td>$5,334,350</td>
<td>$3,184,522</td>
<td>$(2,149,828)</td>
<td>$5,334,350</td>
<td>$3,184,522</td>
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</tbody>
</table>
## Comparative Statement of Revenues and Expenses

### General Fund - Unrestricted

#### Adoption Budgets vs. Revised Budgets vs. Mid-year Adjustments

<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>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$85,112</td>
<td>$381,925</td>
<td>$296,813</td>
<td>$85,112</td>
<td>$381,925</td>
<td>$296,813</td>
<td>$92,181</td>
<td>106%</td>
<td>$403,538</td>
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<tr>
<td>State Revenues</td>
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<td>$54,890,006</td>
<td>$2,706,077</td>
<td>$52,183,929</td>
<td>$54,890,006</td>
<td>$2,706,077</td>
<td>$39,103,518</td>
<td>75%</td>
<td>$38,705,893</td>
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<tr>
<td>Local Revenues</td>
<td>$27,065,095</td>
<td>$24,753,355</td>
<td>$(2,311,740)</td>
<td>$27,065,190</td>
<td>$24,766,913</td>
<td>$(2,290,277)</td>
<td>$21,388,755</td>
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<td>$19,482,093</td>
</tr>
<tr>
<td>Other Revenues</td>
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<td>$0</td>
<td>$175,000</td>
<td>$175,000</td>
<td>$0</td>
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<td>$60,715,639</td>
<td>76%</td>
<td>$58,839,202</td>
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</table>

#### Expenses

<table>
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<tr>
<th>Item</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</td>
<td>$39,482,282</td>
<td>$37,050,841</td>
<td>$(2,431,441)</td>
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<tr>
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<td>$1,249,009</td>
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<td>$1,338,483</td>
</tr>
<tr>
<td>Other Operating Expenses and Services</td>
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<td>$(1,254,485)</td>
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<td>$9,602,886</td>
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<tr>
<td>Capital Outlay</td>
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<td>$54,656</td>
<td>$1,002,025</td>
<td>$906,968</td>
<td>$(95,057)</td>
<td>$662,987</td>
<td>59%</td>
<td>$308,551</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>$2,106,365</td>
<td>$1,075,589</td>
<td>$(1,030,776)</td>
<td>$1,536,163</td>
<td>$901,013</td>
<td>$(635,150)</td>
<td>$513,444</td>
<td>24%</td>
<td>$(190,510)</td>
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<tr>
<td>Total Expenses</td>
<td>$84,843,466</td>
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<td>$(1,488,658)</td>
<td>$84,745,581</td>
<td>$83,499,979</td>
<td>$(1,245,602)</td>
<td>$64,625,877</td>
<td>76%</td>
<td>$66,281,464</td>
</tr>
</tbody>
</table>

### Change in Fund Balance

<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>
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<tbody>
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<td>$(3,184,529)</td>
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<td>$(5,234,350)</td>
<td>$(3,184,522)</td>
<td>$2,049,828</td>
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### Southwestern College

**Comparative Statement of Revenues and Expenses**

General Fund - Restricted

**Report Ending**

April 30, 2011

<table>
<thead>
<tr>
<th></th>
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<td>$</td>
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<td>$</td>
<td>$</td>
<td>$(</td>
<td>$(</td>
<td>$(</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$13,352,724</td>
<td>$10,079,841</td>
<td>$(3,272,883)</td>
<td>$18,818,669</td>
<td>$16,197,393</td>
<td>$(2,621,276)</td>
<td>100%</td>
<td>123%</td>
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<td>105%</td>
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<td>$740,888</td>
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<tr>
<td>Total Expenses</td>
<td>$13,352,724</td>
<td>$10,079,841</td>
<td>$(3,272,883)</td>
<td>$18,818,669</td>
<td>$16,197,393</td>
<td>$(2,621,276)</td>
<td>91%</td>
<td>102%</td>
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| Change in Fund Balance | $                      | $                      | $(                      | $                      | $                      | $(                      | $(                      | $(                      |
## SOUTHWESTERN COLLEGE
### COMPARATIVE STATEMENT OF REVENUES
#### GENERAL FUND - Unrestricted/Restricted (Combined)
##### Report Ending
April 30, 2011

### April
2009-10/2010-11

### General Fund - Combined Revenues

<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>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
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<tbody>
<tr>
<td><strong>Federal</strong></td>
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<td>$601,112</td>
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<td>$328,389</td>
<td>$601,112</td>
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<td>Vet Ed Outreach Program</td>
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<td>$195,606</td>
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<td>$69,908</td>
<td>0%</td>
<td>$460,566</td>
<td>0%</td>
<td>$(260,319)</td>
</tr>
<tr>
<td>Workforce</td>
<td>$233,115</td>
<td>50%</td>
<td>$366,677</td>
<td>76%</td>
<td>$456,856</td>
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<td>$479,463</td>
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<td>Military Personnel Development</td>
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<td>$1,650</td>
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<td>Admin Allo-PELL</td>
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<td>SEOG Admin Allowance</td>
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<tr>
<td>Veterans Services</td>
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<td>0%</td>
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</tr>
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<td>VTEA/Career Tech Education</td>
<td>$1,542,379</td>
<td>$1,178,277</td>
<td>$364,002</td>
<td>$1,677,280</td>
<td>$1,248,435</td>
<td>$428,845</td>
<td>$601,598</td>
<td>39%</td>
<td>$458,444</td>
</tr>
<tr>
<td>ARRA Federal Funds</td>
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<td>$1,178,277</td>
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<td>$1,677,280</td>
<td>$1,248,435</td>
<td>$428,845</td>
<td>$601,598</td>
<td>39%</td>
<td>$458,444</td>
</tr>
<tr>
<td>Other Federal Revenue</td>
<td>$1,542,379</td>
<td>$1,178,277</td>
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<td>$1,677,280</td>
<td>$1,248,435</td>
<td>$428,845</td>
<td>$601,598</td>
<td>39%</td>
<td>$458,444</td>
</tr>
<tr>
<td><strong>Total Federal Revenues</strong></td>
<td>$1,542,379</td>
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<td>$1,677,280</td>
<td>$1,248,435</td>
<td>$428,845</td>
<td>$601,598</td>
<td>39%</td>
<td>$458,444</td>
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</table>

<table>
<thead>
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<th><strong>State</strong></th>
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### SOUTHWESTERN COLLEGE
### COMPARATIVE STATEMENT OF REVENUES
#### GENERAL FUND - Unrestricted/Restricted (Combined)
#### Report Ending
#### April 30, 2011

#### April
#### 2009-10/2010-11

#### General Fund - Combined Revenues

<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>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>% of Budget</th>
<th>% of Budget</th>
<th>% of Budget</th>
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<td>$245,582</td>
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<tr>
<td>Other State Revenues</td>
<td>$71,023</td>
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<td>($71,023)</td>
<td>$206,232</td>
<td>$59,440</td>
<td>($146,792)</td>
<td>$79,724</td>
<td>112%</td>
<td>$70,967</td>
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<td>($8,777)</td>
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<tr>
<td>Total State Revenues</td>
<td>$59,426,087</td>
<td>$59,411,238</td>
<td>($14,809)</td>
<td>$69,531,488</td>
<td>$61,947,601</td>
<td>($7,584,883)</td>
<td>$46,889,950</td>
<td>152%</td>
<td>$44,554,278</td>
<td>138%</td>
<td>($2,335,672)</td>
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</table>

#### Local Revenues

<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>
<th>2009-10</th>
<th>2010-11</th>
<th>Variance</th>
<th>% of Budget</th>
<th>% of Budget</th>
<th>% of Budget</th>
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<td>Beginning Balance</td>
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<td>($1,090,142)</td>
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<td>$13,082,788</td>
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<td>$220,534</td>
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<td>GF: Student Loan/Overaged Checks</td>
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<td>GF: Overage Warranties/Payroll</td>
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<td>$2,570</td>
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<td>$9,212</td>
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## General Fund - Combined Revenues

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<th></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</th>
<th>% of</th>
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<tr>
<td>Facility Use Fee</td>
<td>$265,557</td>
<td>$100,000</td>
<td>($165,557)</td>
<td>$265,557</td>
<td>$205,557</td>
<td>($60,000)</td>
<td>$189,854</td>
<td>69%</td>
<td>$227,710</td>
<td>228%</td>
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<td>Interest Earned</td>
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<td>$150,000</td>
<td>($225,000)</td>
<td>$375,000</td>
<td>$150,000</td>
<td>($225,000)</td>
<td>$168,689</td>
<td>46%</td>
<td>$208,071</td>
<td>39%</td>
<td>$39,382</td>
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<td>Community Services</td>
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<td>$87,383</td>
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<td>$45,866</td>
<td>($85,531)</td>
<td>$67,781</td>
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<td>$44,508</td>
<td>51%</td>
<td>($23,273)</td>
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<td>$5,199,508</td>
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<td>($286,759)</td>
<td>$4,887,658</td>
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<td>$3,670,452</td>
<td>75%</td>
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<td>Health Fee</td>
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<td>$59,458</td>
<td>$641,158</td>
<td>$690,616</td>
<td>$49,458</td>
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<td>89%</td>
<td>$52,896</td>
<td>88%</td>
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<td>Tuition Fee</td>
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<td>$980,000</td>
<td>$600,000</td>
<td>($380,000)</td>
<td>$918,221</td>
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<td>$983,878</td>
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<td>$65,657</td>
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<td>Parking Services Fee</td>
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<td>$200,000</td>
<td>$800,000</td>
<td>$1,000,000</td>
<td>$200,000</td>
<td>$727,260</td>
<td>91%</td>
<td>$725,232</td>
<td>73%</td>
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<td>$500</td>
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<td>$3,000</td>
<td>$500</td>
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<td>76%</td>
<td>$13,506</td>
<td>46%</td>
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<td>Fines and Collection Charges</td>
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<td>$14,125</td>
<td>$361,484</td>
<td>$254,657</td>
<td>($106,827)</td>
<td>$127,731</td>
<td>64%</td>
<td>$117,208</td>
<td>53%</td>
<td>($10,523)</td>
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<td>$-</td>
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<td>Midway Permit Charge</td>
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<td>Local Miscellaneous Income</td>
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<td>($301,776)</td>
<td>$1,650,372</td>
<td>$1,568,259</td>
<td>($82,113)</td>
<td>$1,083,005</td>
<td>115%</td>
<td>$1,890,148</td>
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<td>$807,143</td>
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<td>Transfer In Staff Parking</td>
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<td>$0</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$0</td>
<td>$-</td>
<td>0%</td>
<td>$0</td>
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<tr>
<td>Total Local Revenues</td>
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<td>$24,134,102</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$0</td>
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### Total Other Revenues
$175,000 $175,000 $0 $175,000 $175,000 $0 $175,000 $175,000 $0 $175,000 $175,000 $0

### Total Revenues
$92,861,840 $90,280,127 ($2,581,713) $95,329,900 $96,532,830 ($1,812,930) $74,022,062 $71,221,636 ($2,800,426)
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<tbody>
<tr>
<td>Academic Salaries - Contract</td>
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<td>$18,333,679</td>
<td>($1,054,321)</td>
<td>$19,412,383</td>
<td>$18,631,970</td>
<td>($780,413)</td>
<td>$16,392,302</td>
<td>$16,272,621</td>
<td>($119,681)</td>
<td>$6,021,320</td>
<td>79%</td>
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<td>Academic/Non Instructional Contract Salaries</td>
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<td>($632,397)</td>
<td>$7,582,231</td>
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<td>($272,973)</td>
<td>$10,116,804</td>
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<td>4%</td>
<td>$6,667,798</td>
<td>86%</td>
<td>$45,478</td>
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<td>Academic Salaries - Hourly</td>
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<td>($1,737,319)</td>
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<td>$10,524,321</td>
<td>4%</td>
<td>$6,667,798</td>
<td>86%</td>
<td>$45,478</td>
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<td>Academic/Non Inst Salaries - Hourly</td>
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<td>$1,915,099</td>
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<td>$2,856,900</td>
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<td>$1,794,396</td>
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<td>$1,054,967</td>
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<td>$582,900</td>
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<td>$615,849</td>
<td>$719,762</td>
<td>$105,913</td>
<td>$796,279</td>
<td>$896,358</td>
<td>$98,083</td>
<td>$384,092</td>
<td>$412,091</td>
<td>6%</td>
<td>$384,092</td>
<td>63%</td>
<td>$27,999</td>
</tr>
<tr>
<td>Dues Memberships</td>
<td>$145,445</td>
<td>$147,319</td>
<td>$1,874</td>
<td>$158,944</td>
<td>$159,214</td>
<td>$2,270</td>
<td>$122,604</td>
<td>$130,928</td>
<td>7%</td>
<td>$122,604</td>
<td>84%</td>
<td>($8,324)</td>
</tr>
</tbody>
</table>
### SOUTHWESTERN COLLEGE
### COMPARATIVE STATEMENT OF EXPENSES
### General Fund - Unrestricted/Restricted (Combined)
### REPORT ENDING
### April 30, 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>% of Budget</th>
<th>% of Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>$926,831</td>
<td>$936,831</td>
<td>$10,000</td>
<td>$924,831</td>
<td>$1,009,331</td>
<td>$84,500</td>
<td>$856,830</td>
<td>92%</td>
<td>$966,816</td>
</tr>
<tr>
<td>Phone Costs/Utilities</td>
<td>$3,096,415</td>
<td>$2,780,914</td>
<td>$(316,401)</td>
<td>$3,118,667</td>
<td>$2,760,160</td>
<td>$(338,707)</td>
<td>$2,902,531</td>
<td>94%</td>
<td>$1,820,656</td>
</tr>
<tr>
<td>Maintenance Contracts</td>
<td>$3,004,991</td>
<td>$3,138,832</td>
<td>$134,841</td>
<td>$3,093,029</td>
<td>$3,170,278</td>
<td>$77,249</td>
<td>$2,566,562</td>
<td>85%</td>
<td>$2,545,753</td>
</tr>
<tr>
<td>Employee Addrs/Litigation</td>
<td>$551,249</td>
<td>$527,249</td>
<td>$(24,000)</td>
<td>$533,749</td>
<td>$619,188</td>
<td>$85,439</td>
<td>$220,537</td>
<td>40%</td>
<td>$499,499</td>
</tr>
<tr>
<td>Postage</td>
<td>$1,986,812</td>
<td>$579,993</td>
<td>$(1,406,819)</td>
<td>$614,739</td>
<td>$246,553</td>
<td>$(368,186)</td>
<td>$235,693</td>
<td>12%</td>
<td>$127,546</td>
</tr>
<tr>
<td>Other Operating Expenses</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0%</td>
<td>$ -</td>
</tr>
<tr>
<td>Indirect and Other</td>
<td>$(343,485)</td>
<td>$102,386</td>
<td>$245,871</td>
<td>$(10,418)</td>
<td>$207,682</td>
<td>$218,100</td>
<td>$(4,915)</td>
<td>3%</td>
<td>$122</td>
</tr>
<tr>
<td>Sites and Site Improvement</td>
<td>$55,130</td>
<td>$55,130</td>
<td>$ -</td>
<td>$60,130</td>
<td>$54,130</td>
<td>$(6,000)</td>
<td>$40,450</td>
<td>73%</td>
<td>$4,580</td>
</tr>
<tr>
<td>Buildings</td>
<td>$92,841</td>
<td>$92,841</td>
<td>$ -</td>
<td>$93,861</td>
<td>$92,841</td>
<td>$(1,020)</td>
<td>$45,134</td>
<td>49%</td>
<td>$39,351</td>
</tr>
<tr>
<td>Books &amp; Book Abatement</td>
<td>$121,117</td>
<td>$74,997</td>
<td>$(46,120)</td>
<td>$104,284</td>
<td>$75,172</td>
<td>$(29,112)</td>
<td>$72,093</td>
<td>60%</td>
<td>$66,978</td>
</tr>
<tr>
<td>Equipment</td>
<td>$1,223,975</td>
<td>$1,223,976</td>
<td>$1</td>
<td>$1,410,384</td>
<td>$1,011,045</td>
<td>$(399,339)</td>
<td>$926,231</td>
<td>76%</td>
<td>$359,331</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>$ -</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$ -</td>
<td>$100,000</td>
<td>$100,000</td>
<td>0%</td>
<td>$(200,000)</td>
<td>-200%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>$195,000</td>
<td>$216,000</td>
<td>$21,000</td>
<td>$495,000</td>
<td>$216,000</td>
<td>$(279,000)</td>
<td>$495,000</td>
<td>254%</td>
<td>$ -</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>$15,464</td>
<td>1435%</td>
<td>$7,218</td>
</tr>
<tr>
<td>Other Payments to Students</td>
<td>$701,248</td>
<td>$553,226</td>
<td>$(148,022)</td>
<td>$851,410</td>
<td>$805,667</td>
<td>$(45,743)</td>
<td>$491,717</td>
<td>70%</td>
<td>$898,933</td>
</tr>
<tr>
<td>Golden Handshake</td>
<td>$1,295,563</td>
<td>$749,589</td>
<td>$(1,045,974)</td>
<td>$966,163</td>
<td>$510,171</td>
<td>$(455,992)</td>
<td>$(2,233)</td>
<td>0%</td>
<td>$(974)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$9,196,210</td>
<td>$9,364,649</td>
<td>$(1,73,441)</td>
<td>$10,664,250</td>
<td>$9,697,271</td>
<td>$(3,966,879)</td>
<td>$76,540,400</td>
<td>$76,518,687</td>
<td>$(321,713)</td>
</tr>
</tbody>
</table>
### Southwestern Community College District
#### General Fund Cash Analysis
##### For Period Ending April 30, 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>
<th>February</th>
<th>March</th>
<th>April</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Cash</strong></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>
<td>$17,844,305</td>
<td>$18,150,779</td>
<td>$12,564,775</td>
</tr>
<tr>
<td><strong>Deposits</strong></td>
<td>$12,831,291</td>
<td>$4,479,576</td>
<td>$7,761,584</td>
<td>$24,453,848</td>
<td>$13,235,175</td>
<td>$11,740,301</td>
<td>$5,282,808</td>
<td>$8,739,403</td>
<td>$2,801,501</td>
<td>$9,782,466</td>
</tr>
<tr>
<td><strong>Cash Available</strong></td>
<td>$24,574,673</td>
<td>$28,669,159</td>
<td>$19,545,632</td>
<td>$29,379,966</td>
<td>$33,642,449</td>
<td>$30,901,673</td>
<td>$26,769,330</td>
<td>$26,583,708</td>
<td>$20,952,280</td>
<td>$22,347,241</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td>$(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>
<td>$(8,432,929)</td>
<td>$(8,387,504)</td>
<td>$(8,685,857)</td>
</tr>
<tr>
<td><strong>Month Ending Balance</strong></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>$17,844,305</td>
<td>$18,150,779</td>
<td>$12,564,775</td>
<td>$13,661,385</td>
</tr>
</tbody>
</table>

**Cash Flow**

Cash flow/shift in the amount of cash reserve in accordance with financial planning process.

Note: The cash reserve is shown as a cash reserve for the next fiscal year. If the cash reserve is not sufficient to cover operating expenses, then it is transferred to the next fiscal year.

Cash Reserves (Deposits) are the source of income and Cash Reserve (Expenditure) are the reason for operating expenses.
<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Person Responsible</th>
<th>GB Meeting/Comment</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Monthly Introduction of ASO Clubs</td>
<td>Whittaker/Suarez</td>
<td>5.11.11 Valladolid suggested monthly introductions of ASO Clubs</td>
<td>Pending: Under discussion</td>
</tr>
<tr>
<td>19</td>
<td>College District Policy</td>
<td>Kerns</td>
<td>5.11.11 Aguilar requested policy for First Reading at next meeting</td>
<td>Completed: Policy submitted for first reading on 6.8.11 Board agenda</td>
</tr>
</tbody>
</table>
| 18 | Update on Freedom of Expression                    | Kerns              | 5.11.11 Aguilar requested update on Freedom of Expression                          | Pending: Collegial consultation committee finalizing procedure and including legal counsel for advice |}
<p>| 17 | Report on Sabbaticals                              | Whittaker          | 5.11.11 Requested by Nader following Oral Communication                           | Completed: Sabbatical letter forwarded by ISP to the Board on 5.12.11  |
| 16 | Report on Enforcement of Smoking Policy            | Whittaker/Kerns     | 4.13.11 Requested by Nader following Oral Communication                           | Pending: Procedures are being developed and reviewed by SCC for future submittal to the Governing Board for information. Waiting to see if legislation AB 796 Smoke Free Campus Violations will be enacted. |
| 15 | Policy Priority for Small, Local Business Vendors  | Whittaker/Kerns     | 3.9.11 Board Meeting Aguilar                                                      | Pending: Trustee Aguilar asked if a policy could be developed through our shared consultation process to provide a Priority for Small, Local Business Vendors. Response: This item is being referred to interim VPBFA for draft development and then to the Shared Consultation Council for constituent review and ultimate presentation to the Governing Board. |
| 14 | Policy Shift on Hiring Within or HR Develop a Program to Look Within First | Whittaker/Kerns | 3.9.11 Board Meeting Aguilar                                                      | Completed: In conferring with legal counsel, Mary Dowell (Liebert, Cassidy, and Whitmore), it is not legal to give priority to hire from within, or to do within hiring only UNLESS there is a direct |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Person Responsible</th>
<th>GB Meeting/Comment</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Policy Re SWC Seal with Motto</td>
<td>Kerns/Whittaker</td>
<td>Requested by Aguilar</td>
<td>Pending: Referred to Shared Consultation Council</td>
</tr>
<tr>
<td>10</td>
<td>2009-10 Legal Costs by Department (2009-10 Legal Costs by Firm provided at January 19 GB Meeting)</td>
<td>Alito</td>
<td>Pending manual tally, Tentatively slated for March 9 Board meeting.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Accreditation Mailer — PO # 105896</td>
<td>Alito</td>
<td>Re-Submit PO for 2/9/11 GB meeting for approval as it was pulled at the 12/8/10 meeting</td>
<td>Completed: PO # 105896 has been resubmitted on the February 9 Board agenda. Information: PO has been paid; legal opinion provided to Board President. 3.9.11 Board meeting: The Board took action on Ratification of General Fund No. 105896. The motion to ratify failed.</td>
</tr>
<tr>
<td>8</td>
<td>Investment Banking Agreement</td>
<td>Alito</td>
<td>Postponed until next board meeting.</td>
<td>Completed: Resubmitted for 2/9/11 GB meeting.</td>
</tr>
<tr>
<td>7</td>
<td>Review need for security coverage at Otay during non-operational hours</td>
<td>Meadows</td>
<td>Referred to Acting S/P for follow-up</td>
<td>Information: Current security coverage is necessary. Reviewed by Interim S/P</td>
</tr>
<tr>
<td>#</td>
<td>Item</td>
<td>Person Responsible</td>
<td>GB Meeting/Comment</td>
<td>Status</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------</td>
<td>---------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Freedom of Expression Policy</td>
<td>Kerns</td>
<td>Submit to 2/9/11 GB meeting</td>
<td>Completed: Policy 3900 Freedom of Expression went through the shared consultation process and has been submitted for the February 9 Board meeting.</td>
</tr>
<tr>
<td>2.</td>
<td>Legal Opinion regarding local vendor preference and what is considered an emergency economic state</td>
<td>Alloto</td>
<td>Legal opinion to be provided to S/P for routing to Board. Previous opinion also will be provided to S/P for Board.</td>
<td>Completed: Received and distributed to Board President.</td>
</tr>
<tr>
<td>3.</td>
<td>Parking Citation Schedule</td>
<td>Alloto</td>
<td>To be submitted for a future GB meeting as appropriate</td>
<td>Completed: Board approved at 4.13.11 meeting.</td>
</tr>
<tr>
<td>4.</td>
<td>Employee comments made during Oral Communication.</td>
<td>Kerns</td>
<td>Referred to Acting S/P for follow up</td>
<td>Information: Employee is going through the appropriate grievance process. No Further Board Action</td>
</tr>
<tr>
<td>5.</td>
<td>Process for Notification of District retirements (timeline) – does it include enough time for institutional planning purposes</td>
<td>Kerns</td>
<td>Referred to Acting S/P for follow up</td>
<td>Information: There is no required timeline for employees to notify the District of their intent to retire/resign. Employees are required to provide a letter of resignation. No Further Board Action</td>
</tr>
<tr>
<td>6.</td>
<td>Resolution to Rename Library</td>
<td>Meadows</td>
<td>Submit for 2/9/11 GB meeting</td>
<td>Pending: Item will be discussed at SCC meeting; following Policy and Procedures regarding the Naming of Buildings.</td>
</tr>
</tbody>
</table>

and VPs. Recommend continue to provide $13,000 for Security as requested. No Further Board Action.