**SUGGESTED ORDER OF BUSINESS**

**SOUTHWESTERN COLLEGE**  
**HIGHER EDUCATION CENTER AT NATIONAL CITY**  
**880 NATIONAL CITY BLVD., STUDENT CENTER**  
**NATIONAL CITY, CA 91950**

NORMA L. HERNANDEZ, GOVERNING BOARD PRESIDENT  
HUMBERTO PERAZA, JR., GOVERNING BOARD VICE PRESIDENT  
TIM NADER, GOVERNING BOARD MEMBER  
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER  
TERRI VALLADOLID, GOVERNING BOARD MEMBER  
JUAN LUIS ESPINOZA, STUDENT GOVERNING BOARD MEMBER  
MELINDA NISH, ED.D., SECRETARY TO GOVERNING BOARD  
AND SUPERINTENDENT/PRESIDENT

Wednesday, July 11, 2012  
6:15 p.m. Call to Order / Announcement of Closed Session Agenda  
7:00 p.m. Reconvene in Open Session

Southwestern Community College District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Mary Ganio at 619.482.6301 at least forty-eight hours in advance of the meeting for information on such accommodation.

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

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

<table>
<thead>
<tr>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Call to Order</strong></td>
</tr>
<tr>
<td>1. CALL TO ORDER</td>
</tr>
<tr>
<td>(Hernandez)</td>
</tr>
<tr>
<td>6:15 p.m., Student Center</td>
</tr>
<tr>
<td>Present:</td>
</tr>
<tr>
<td>Absent:</td>
</tr>
</tbody>
</table>

| **Announcement of Closed Session Agenda** |
| 2. ANNOUNCEMENT OF CLOSED SESSION AGENDA |
| (Hernandez) |

Members of the public may be present to hear the closed session announcements and will be given an opportunity to speak on any closed session items at this time. Persons wishing to address the Governing Board under this item should fill out a Request for Oral Communication card available at the reception table.

2A. CONFERENCE WITH LABOR NEGOTIATOR  
Negotiator: Albert J. Román, D.P.A.  
Employee Organizations: CSEA, SCEA, SCCDA, Confidentials

2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
Government Code Section 54957
ITEM

2C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 5 potential cases

   Initiation of litigation pursuant to subdivision (c) of Section 54956.9: 1 potential case

Closed Session

3. ADJOURN TO CLOSED SESSION
   (Hernandez)
   Room 7213

Reconvene in Open Session

4. RECONVENE IN OPEN SESSION
   (Hernandez)

Pledge of Allegiance

5. PLEDGE OF ALLEGIANCE
   (Hernandez)

Closed Session Announcement

6. ANNOUNCEMENT OF CLOSED SESSION ACTION (If applicable)
   (Hernandez)

   Present:
   Absent:

Approval of Minutes

7. APPROVAL OF MINUTES (ENCLOSURE)
   (Hernandez)

   Hernandez  Nader  Roesch  Peraza  Valladolid  Espinoza

Present:

June 13, 2012, Regular Meeting
June 9, 2012, Special Meeting
June 20, 2012, Special Meeting

Presentations

8. PRESENTATIONS

   8A. ECONOMIC IMPACT STUDY

   Presenter: Melinda Nish, Ed.D., Superintendent/President

   8B HIGHER EDUCATION CENTER AT NATIONAL CITY BENEFIT ANALYSIS

   Presenters: Kathy Tyner, Vice President for Academic Affairs; Christine Perri, Dean, Higher Education Center at National City

Oral Communication

9. ORAL COMMUNICATION

   Persons wishing to address the Governing Board under this item should fill out a Request for Oral Communication card available at the reception table and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered.

   An oral presentation to the Board does not constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act Government Code Section 54954.2(a): “No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.”
## Recusal from Agenda Items

### 10. ANNOUNCEMENT OF RECUSAL FROM AGENDA ITEMS
(Nish)

The Superintendent/President respectfully asks if any of the Governing Board members need to recuse themselves from any item where there might be a potential conflict of interest.

## Academic Senate Report

### 11. ACADEMIC SENATE REPORT
(Hernandez)

PROFESSOR RANDY BEACH, PRESIDENT, ACADEMIC SENATE

## Union/Association Reports

### 12. UNION/ASSOCIATION REPORTS
(Hernandez)

12A. PROFESSOR ERIC MAAG, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)

12B. BRUCE MACNINTCH, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

12C. SILVIA CORNEJO-DARCY, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)
13. APPROVE CONSENT CALENDAR (ITEMS A THROUGH X)

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

13A. RATIFY/APPROVE FACILITY USE REQUEST(S) (Crow)

Recommend ratification/approval of facility use requests listed below:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Facility Requested</th>
<th>Purpose</th>
<th>Date</th>
<th>Total Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunset Water Polo</td>
<td>Lap Pool (4 lanes)</td>
<td>Water Polo Practice</td>
<td>6/12/12 - 7/20/12</td>
<td>$3,202.50</td>
</tr>
<tr>
<td>United States Amateur Baseball Federation (USABF)</td>
<td>Baseball Field</td>
<td>Baseball Games, Tournaments &amp; Practices</td>
<td>6/22/12 - 7/22/12</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Perfect Game</td>
<td>Baseball Field</td>
<td>Baseball Game</td>
<td>6/8/12 - 6/10/12</td>
<td>Fee Waived</td>
</tr>
<tr>
<td>MANA de San Diego</td>
<td>Student Union East, Gymnasium, L238 North/South, Smart Classrooms: 561, 562, 563A, 563B, 565, 566, 751</td>
<td>Latina Success – Mujeres con Exitos 2012 Conference</td>
<td>10/12/12 - 10/13/12</td>
<td>$1,844.70</td>
</tr>
</tbody>
</table>

13B. CROWN COVE AQUATIC CENTER EQUIPMENT RENTAL PROGRAM (ENCLOSURE) (Tyner)

Recommend approval of pilot Equipment Rental Program, for renting equipment at Crown Cove Aquatic Center, for the period July 12 through September 30, 2012, as a means of revenue generation for the District; and further, recommend the Superintendent/President be authorized to extend this pilot program as necessary.

13C. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S) (Tyner)

Recommend ratification/approval of employment of consultants listed below:

<table>
<thead>
<tr>
<th>Department</th>
<th>Consultant</th>
<th>Purpose</th>
<th>Date</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego Contracting Opportunities Center</td>
<td>Nellie F. Richardson</td>
<td>Provide counseling services to small businesses on topics related to government procurement. Agreement No. A3558.12</td>
<td>7/12/12–6/30/13</td>
<td>Not to exceed $2,999</td>
</tr>
</tbody>
</table>
ITEM 13C. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S) (continued)

<table>
<thead>
<tr>
<th>Department</th>
<th>Consultant</th>
<th>Purpose</th>
<th>Date</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Center for International</td>
<td>2100 Online Marketing</td>
<td>Graphic design, web design, and other related activities. Agreement No.</td>
<td>7/12/12–6/30/13</td>
<td>$2,999</td>
</tr>
<tr>
<td>Trade Development</td>
<td></td>
<td>A3552.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Folbre &amp; Associates Consulting, Inc.</td>
<td>Deliver the Youth Entrepreneurship Program Train-the-Trainers</td>
<td>7/12/12–9/30/12</td>
<td>$2,999</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Professional Development Program. Agreement No. A3551.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sandra Mittelstead</td>
<td>Assist as a trainer for the Youth Entrepreneurship Program Train-the-Trainers</td>
<td>7/12/12–9/30/12</td>
<td>$1,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>program. Agreement No. A3550.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jeri Palumbo</td>
<td>Master dance class. Agreement No. A3557.12</td>
<td>5/8/12</td>
<td>$150</td>
</tr>
<tr>
<td></td>
<td>On Course Workshops</td>
<td>Train faculty on On Course success principles and tools for the design of</td>
<td>8/16/12</td>
<td>$2,900</td>
</tr>
<tr>
<td></td>
<td></td>
<td>curriculum. Agreement No. A3555.12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13D. RATIFY/APPROVE ACCEPTANCE OF FUNDS

Recommend ratification/approval of funds as listed below:

13E. APPROVE JULY 11, 2012 CURRICULUM SUMMARY REPORT (ENCLOSURE)

(Tyner)


The July 11, 2012 Curriculum Summary Report (CSR) is a compilation of the new and revised curriculum proposed by faculty and submitted to the Curriculum Committee (CC), a subcommittee of the Academic Senate March 1, 2012 through April 26, 2012. Faculty submit proposals for new and/or revised curriculum to the CC. The CC reviews and scrutinizes curriculum for academic rigor, transferability and/or occupational competencies, student benefit, and institutional fit, as stated in Title 5 and the State Chancellor’s Curriculum Handbook. Once these and other considerations are met, the CSR is forwarded to the Superintendent/President and Governing Board for review and approval before being sent to the State Chancellor’s Office. The Southwestern College CC reviewed and approved 8 new courses, 28 course modifications, and 17 program modifications.

13F. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)

(Crow)

Recommend approval of listed purchase orders:

General Fund Nos. 208370 and 208706

13G. PAYMENT OF BILLS – MAY 1-31, 2012 (ENCLOSURE)

(Crow)

13H. ADOPT COMMENDATION RESOLUTION (ENCLOSURE)

(Román)

Recommend adoption of commendation resolution for individual listed:

Wanda Maxwell, Transfer Center Specialist, Transfer Center completing 20 years of service

13I. HR ACADEMIC: EXTEND INTERIM ASSIGNMENT – ACADEMIC ADMINISTRATOR

(Román)

Recommend ratification of the following interim assignment effective as indicated. Interim assignment shall continue based upon business necessity and are subject to amendments and termination at the discretion of the Superintendent/President:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Mos/Svc</th>
<th>Class/Range</th>
<th>Monthly Salary</th>
<th>Annual Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Fielding</td>
<td>Interim Dean, School of Mathematics, Science &amp; Engineering</td>
<td>School of Mathematics, Science &amp; Engineering</td>
<td>12</td>
<td>C-3</td>
<td>*$9,548</td>
<td>*$114,576</td>
<td>07/1/12-12/31/12</td>
</tr>
</tbody>
</table>

*Figures reflect 5% salary reduction effective 7/1/12.
13J. HR ACADEMIC: EMPLOYMENT OF FACULTY (ENCLOSURE)

Request approval of employment effective as indicated; final salary placement is contingent upon verification of education and experience:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Mos/Svc</th>
<th>Class/Range</th>
<th>Monthly Salary</th>
<th>Annual Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alba Garcia, Ph.D.</td>
<td>Assistant Professor of Mathematics (Tenure Track)</td>
<td>School of Mathematics, Science &amp; Engineering</td>
<td>10</td>
<td>I-1</td>
<td>*4,565</td>
<td>*45,655</td>
<td>08/17/12</td>
</tr>
<tr>
<td>Coryna Holcombe</td>
<td>Assistant Professor of Mathematics (Tenure Track)</td>
<td>School of Mathematics, Science &amp; Engineering</td>
<td>10</td>
<td>I-1</td>
<td>*4,565</td>
<td>*45,655</td>
<td>08/17/12</td>
</tr>
</tbody>
</table>

*Figures reflect 5% salary reduction effective 7/1/12.

13K. HR ACADEMIC: RATIFICATION OF ACADEMIC ADMINISTRATOR EMPLOYMENT

Recommend ratification of employment date modification for academic administrator as indicated:

Steve Crow, Vice President for Business & Financial Affairs
Employment date modified from 7/1/12 to 6/27/12.

13L. HR ACADEMIC: RE-EMPLOYMENT OF TENURE-TRACK ACADEMIC STAFF

Pursuant to Education Code section 87608.5, the following one (1) probationary academic employee completing the third year of satisfactory service, and pursuant to contract, shall be re-employed for the 2012-13 academic year:

Courtney Leckey

13M. HR ACADEMIC: ACADEMIC TRANSACTIONS (ENCLOSURE)

Recommend approval of academic transactions. Transactions may include academic assignments/stipends, academic assignments/reassigned time and minimum qualifications equivalency.

13N. HR ACADEMIC: RATIFY RESIGNATION(S)/RETIREMENT(S)

Recommend resignation(s)/retirement(s) of the listed academic employee(s) who have resigned/retired. Resignation(s)/retirement(s) have been accepted by the Superintendent/President under delegation of powers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gabriela Penaloza</td>
<td>Professor, Nursing Program (resignation)</td>
<td>7/5/12</td>
</tr>
</tbody>
</table>
ITEM

13O. HR: CLASSIFIED EMPLOYMENT OF CLASSIFIED ADMINISTRATOR
(ENCLOSURE)

(Román)

Recommend approval of listed employment as indicated below:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Mos./ Svc.</th>
<th>Range/ Step</th>
<th>Monthly Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael</td>
<td>Chief of Police</td>
<td>Campus Police</td>
<td>12 months/</td>
<td>Range 29/</td>
<td>$7,462</td>
<td>7/12/12</td>
</tr>
<tr>
<td>Cash (replacement)</td>
<td></td>
<td>Police</td>
<td>1.0 FTE</td>
<td>Step 6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Figures reflect 5% salary reduction effective 7/1/12.

13P. HR: CLASSIFIED APPROVE ELIMINATION OF VACANT CLASSIFIED BARGAINING UNIT CLASSIFICATION/POSITION

(Román)

Request approval to eliminate vacant position as indicated below:

<table>
<thead>
<tr>
<th>Position</th>
<th>Department</th>
<th>Classification Range</th>
<th>Monthly Service Salary Range</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer Center</td>
<td>Transfer</td>
<td>Range 10</td>
<td>$3,608.00 – $4,390.00</td>
<td>7/12/12</td>
</tr>
<tr>
<td>Specialist</td>
<td>Center</td>
<td>12 months/1.0</td>
<td>$4,390.00</td>
<td></td>
</tr>
</tbody>
</table>

13Q. HR: CLASSIFIED APPROVE ELIMINATION OF VACANT CLASSIFIED ADMINISTRATOR CLASSIFICATION/ POSITION

(Román)

Request approval to eliminate vacant position as indicated below:

<table>
<thead>
<tr>
<th>Position</th>
<th>Department</th>
<th>Classification Range</th>
<th>Monthly Service Salary Range</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Payroll &amp; Risk Management</td>
<td>Payroll Services</td>
<td>Range 31</td>
<td>$6,521.00 – $9,416.00</td>
<td>7/12/12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12 months/1.0</td>
<td>$9,416.00</td>
<td></td>
</tr>
</tbody>
</table>

13R. HR: CLASSIFIED RESOLUTION FOR ELIMINATION OF CLASSIFIED PROJECT-FUNDED POSITIONS. (ENCLOSURE)

(Román)

Recommend adoption of resolution eliminating the following project-funded positions:

- Project Clerk – American Recovery & Reinvestment Act (ARRA)
- Project Clerk – Mathematics Engineering Science Achievement (MESA)

13S. HR CLASSIFIED: CLASSIFIED TRANSACTIONS (ENCLOSURE)

(Román)

Recommend approval of classified transactions. Transactions include notification of emergency assignments and short-term non-academic hourly assignments.
13T. **HR CLASSIFIED: RECLASSIFICATION OF CLASSIFIED ADMINISTRATOR POSITION**

(Román)

Recommend ratification of changes in classification as indicated. The incumbent has assumed the oversight and duties of the Risk Management component previously within the scope of responsibilities of the vacant Director of Payroll & Risk Management classification.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Classification/Position To Classification/Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priya Jerome</td>
<td>Director of Purchasing, Contracting &amp; Central Services</td>
<td>7/1/12</td>
</tr>
<tr>
<td></td>
<td>Monthly Salary Range/Step Monthly Salary Range/Step Monthly Salary</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12 months/ 1.0 FTE Range 31/Step 6 $7,838</td>
<td></td>
</tr>
</tbody>
</table>

*Figures reflect 5% salary reduction effective 7/1/12.

13U. **HR CLASSIFIED: RECLASSIFICATION OF VACANT CLASSIFIED ADMINISTRATOR POSITION**

(Román)

Recommend ratification of change in classification salary range as indicted. The incumbent will assume the oversight and duties of the Workers’ Compensation component previously within the scope of responsibilities of the vacant Director of Payroll & Risk Management classification.

<table>
<thead>
<tr>
<th>Classification/Position</th>
<th>To Classification/Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Human Resources</td>
<td>Director of Human Resources</td>
<td>7/1/12</td>
</tr>
<tr>
<td>12 months/1.0 FTE Range 30</td>
<td>12 months/1.0 FTE Range 35</td>
<td></td>
</tr>
<tr>
<td>*$6,136 – $8,726</td>
<td>*$6,944 – $9,873</td>
<td></td>
</tr>
</tbody>
</table>

*Figures reflect 5% salary reduction effective 7/1/12.

13V. **HR CLASSIFIED: EXTEND INTERIM ASSIGNMENT – CLASSIFIED ADMINISTRATOR**

(Román)

Recommend ratification of the following interim assignment effective as indicated. Interim assignment shall continue based upon business necessity and are subject to amendments and termination at the discretion of the Superintendent/President:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Mos/ Svc</th>
<th>Range/Step</th>
<th>Monthly Salary</th>
<th>Annual Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert A. Unger, J.D.</td>
<td>Interim Director of Human Resources</td>
<td>Human Resources</td>
<td>12</td>
<td>Range 35/ Step TBD</td>
<td>$7,838</td>
<td>$8,653</td>
<td>7/1/12 – 8/3/12</td>
</tr>
</tbody>
</table>

*Figures reflect 5% salary reduction effective 7/1/12.
ITEM 13W. HR CLASSIFIED: APPROVE CHANGE(S) IN CONTRACT SERVICE

Recommend approval of changes in contract service as listed below:

(Román)

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Months Service</th>
<th>Range/Step</th>
<th>Monthly Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annette Aguilar</td>
<td>Project Clerk</td>
<td>12 months/.50 FTE</td>
<td>Range 10/Step 1</td>
<td>$1,338.00</td>
</tr>
<tr>
<td></td>
<td>Clerical Assistant III</td>
<td>12 months/1.0 FTE</td>
<td>Range 13/Step 1</td>
<td>$2,884.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maria Esquivel-Torres</td>
<td>Clerical Assistant II</td>
<td>10 months/.60 FTE</td>
<td>Range 10/Step 1</td>
<td>$1,605.60</td>
</tr>
<tr>
<td></td>
<td>Clerical Assistant II</td>
<td>10 months/.75 FTE</td>
<td>Range 10/Step 1</td>
<td>$2,007.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patricia Hiebert</td>
<td>Clerical Assistant II</td>
<td>11 months/.70 FTE</td>
<td>Range 11/Step 4</td>
<td>$2,161.60</td>
</tr>
<tr>
<td></td>
<td>Clerical Assistant II</td>
<td>11 months/.40 FTE</td>
<td>Range 11/Step 4</td>
<td>$1,235.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yolanda Puentes</td>
<td>Clerical Assistant II</td>
<td>10 months/.55 FTE</td>
<td>Range 10/Step 1</td>
<td>$1,471.80</td>
</tr>
<tr>
<td></td>
<td>Clerical Assistant II</td>
<td>10 months/.70 FTE</td>
<td>Range 10/Step 1</td>
<td>$1,873.20</td>
</tr>
</tbody>
</table>

*Figures reflect 5% salary reduction effective 7/1/12.

13X. HR CLASSIFIED: RATIFY RESIGNATIONS/RETIREMENTS

(Román)

Recommend ratification of resignations/retirement of the listed classified employee(s) who have resigned/retired. Their resignation/retirement has been accepted by the Superintendent/President under delegation of powers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wanda Maxwell</td>
<td>Transfer Center Specialist</td>
<td>6/7/12</td>
</tr>
<tr>
<td>(retirement)</td>
<td>Transfer Center</td>
<td></td>
</tr>
</tbody>
</table>

14. RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTHWESTERN COMMUNITY COLLEGE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES’ ASSOCIATION (C.S.E.A.), CHAPTER 525 (ENCLOSURE)

(Román)

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>Roesch</th>
<th>Peraza</th>
<th>Valladolid</th>
<th>Espinoza</th>
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</thead>
</table>

Student Advisory Voter

Recommend ratification of the C.S.E.A. Bargaining Agreement effective May 1, 2012 through April 30, 2015.
15A. **NOTICE OF COMPLETION**

Recommend approval and acceptance of the following completed project, effective as indicated:

15A1. Bid No. 171 (ENCLOSURE)

   Snack Bar/Café Project at Southwestern College, Chula Vista Campus with Fordyce Construction was satisfactorily completed as of December 7, 2011.

15B. **AWARD OF BID NO. 194, TRADE PACKAGE 03 AND AGREEMENT WITH DICK MILLER, INC.**

15B1. Award of Bid No. 194, Trade Package 03, to Dick Miller, Inc. (ENCLOSURE)

   Recommend award of Bid No. 194, Trade Package 03, to Dick Miller, Inc., for Masonry Services, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $696,696.

15B2. Agreement with Dick Miller, Inc. (ENCLOSURE)


15C. **AWARD OF BID NO. 194, TRADE PACKAGE 04/04A AND AGREEMENT WITH BYROM-DAVEY, INC.**

15C1. Award of Bid No. 194, Trade Package 04/04A, to Byrom-Davey, Inc. (ENCLOSURE)


15C2. Agreement with Byrom-Davey, Inc. (ENCLOSURE)

   Approve Agreement No. A3525.12 with Byrom-Davey, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 04-Sports Field Replacement at DeVore Stadium/04A-Sports Practice Field Replacement Alternate, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $2,574,067.
15D. **AWARD OF BID NO. 194, TRADE PACKAGE 06 AND AGREEMENT WITH MCMAHON STEEL COMPANY, INC.**

15D1. Award of Bid No. 194, Trade Package 06, to McMahon Steel Company, Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 06, to McMahon Steel Company, Inc., for Structural Steel, Metal Decking, Miscellaneous Metals, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $5,103,689.

15D2. Agreement with McMahon Steel Company, Inc. (ENCLOSURE)

Approve Agreement No. A3527.12 with McMahon Steel Company, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 06-Structural Steel, Metal Decking, Miscellaneous Metals, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $5,103,689.

15E. **AWARD OF BID NO. 194, TRADE PACKAGE 07 AND AGREEMENT WITH WESTERN BAY SHEET METAL, INC.**

15E1. Award of Bid No. 194, Trade Package 07, to Western Bay Sheet Metal, Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 07, to Western Bay Sheet Metal, Inc., for Sheet Metal, Corrugated Roofing and Cladding, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $1,053,540.

15E2. Agreement with Western Bay Sheet Metal, Inc. (ENCLOSURE)

Approve Agreement No. A3528.12 with Western Bay Sheet Metal, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 07-Sheet Metal, Corrugated Roofing and Cladding, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $1,053,540.

15F. **AWARD OF BID NO. 194, TRADE PACKAGE 08 AND AGREEMENT WITH COMMERCIAL FURNISHINGS, INC.**

15F1. Award of Bid No. 194, Trade Package 08, to Commercial Furnishings, Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 08, to Commercial Furnishings, Inc., for Ceramic Tile, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $260,836.

15F2. Agreement with Commercial Furnishings, Inc. (ENCLOSURE)

Approve Agreement No. A3529.12 with Commercial Furnishings, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 08-Ceramic Tile, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $260,836.
ITEM 15G. AWARD OF BID NO. 194, TRADE PACKAGE 09 AND AGREEMENT WITH PERFECTION GLASS, INC.

15G1. Award of Bid No. 194, Trade Package 09, to Perfection Glass, Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 09, to Perfection Glass, Inc., for Glazing, Aluminum Frame Entrances & Storefronts, Aluminum Sliding Glass Doors, Glazed Aluminum Curtain Walls, Mirrors and Aluminum Ticket Window, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $1,745,280.

15G2. Agreement with Perfection Glass, Inc. (ENCLOSURE)


ITEM 15H. AWARD OF BID NO. 194, TRADE PACKAGE 10 AND AGREEMENT WITH BRADY COMPANY

15H1. Award of Bid No. 194, Trade Package 10, to Brady Company (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 10, to Brady Company, for Metal Stud, Drywall Insulation, Stone Veneer, Doors, Frames, Hardware, Door Openings, Acoustical Ceiling, Painting, Wall Panels, Rough Carpentry, Roll Up Doors, Wall Covering and Final Clean Sports Field Replacement, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $3,995,000.

15H2. Agreement with Brady Company (ENCLOSURE)


ITEM 15I. AWARD OF BID NO. 194, TRADE PACKAGE 11 AND AGREEMENT WITH COMMERCIAL & INDUSTRIAL ROOFING CO., INC.

15I1. Award of Bid No.194, Trade Package 11, to Commercial & Industrial Roofing Co., Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 11, to Commercial & Industrial Roofing Co., Inc., for Roofing, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $322,905.
ITEM 15I2. Agreement with Commercial & Industrial Roofing Co., Inc. (ENCLOSURE)

Approve Agreement No. A3532.12 with Commercial & Industrial Roofing Co., Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 11-Roofing, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $322,905.

15J. AWARD OF BID NO. 194, TRADE PACKAGE 12 AND AGREEMENT WITH INLAND EMPIRE ARCHITECTURAL SPECIALTIES, INC.

15J1. Award of Bid No. 194, Trade Package 12, to Inland Empire Architectural Specialties, Inc. (ENCLOSURE)


15J2. Agreement with Inland Empire Architectural Specialties, Inc. (ENCLOSURE)


15K. AWARD OF BID NO. 194, TRADE PACKAGE 13 AND AGREEMENT WITH WILLKOM CONSTRUCTION, INC.

15K1. Award of Bid No. 194, Trade Package 13, to Willkom Construction, Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 13, to Willkom Construction, Inc., for Flooring, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $410,400.

15K2. Agreement with Willkom Construction, Inc. (ENCLOSURE)


15L. AWARD OF BID NO. 194, TRADE PACKAGE 15 AND AGREEMENT WITH T.L. SHIELD & ASSOCIATES

15L1. Award of Bid No. 194, Trade Package 15, to T.L. Shield & Associates (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 15, to T.L. Shield & Associates, for Elevators-Electric Traction and Modular Hydraulic, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $864,000.
15L2. Agreement with T.L. Shield & Associates (ENCLOSURE)


15M. AWARD OF BID NO. 194, TRADE PACKAGE 16 AND AGREEMENT WITH JG TATE FIRE PROTECTION SYSTEMS, INC.

15M1. Award of Bid No. 194, Trade Package 16, to JG Tate Fire Protection Systems, Inc. (ENCLOSURE)


15M2. Agreement with JG Tate Fire Protection Systems, Inc. (ENCLOSURE)


15N. AWARD OF BID NO. 194, TRADE PACKAGE 17 AND AGREEMENT WITH INTERPIPE CONTRACTING, INC.

15N1. Award of Bid No. 194, Trade Package 17, to Interpipe Contracting, Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 17, to Interpipe Contracting, Inc., for Plumbing, Fire Water, Water, Sewer, Storm Drain and Gas, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $1,553,027.

15N2. Agreement with Interpipe Contracting, Inc. (ENCLOSURE)


15O. AWARD OF BID NO. 194, TRADE PACKAGE 18 AND AGREEMENT WITH JACKSON & BLANC

15O1. Award of Bid No. 194, Trade Package 18, to Jackson & Blanc (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 18, to Jackson & Blanc, for HVAC-Mechanical and Controls, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014 inclusive, in an amount not to exceed $1,299,054.
ITEM 15O2. Agreement with Jackson & Blanc (ENCLOSURE)

Approve Agreement No. A3539.12 with Jackson & Blanc, for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 18-HVAC-Mechanical and Controls, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $1,259,054.

15P. AWARD OF BID NO. 194, TRADE PACKAGE 19 AND AGREEMENT WITH NEAL ELECTRIC

15P1. Award of Bid No. 194, Trade Package 19, to Neal Electric (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 19, to Neal Electric, for Electrical, Scoreboard, Fire Alarm, Security and AV Systems Backbone, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $2,468,880.

15P2. Agreement with Neal Electric (ENCLOSURE)


15Q. AWARD OF BID NO. 194, TRADE PACKAGE 20 AND AGREEMENT WITH 3-D ENTERPRISES, INC.

15Q1. Award of Bid No. 194, Trade Package 20, to 3-D Enterprises, Inc. (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 20, to 3-D Enterprises, Inc., for Landscape and Irrigation, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $342,360.

15Q2. Agreement with 3-D Enterprises, Inc. (ENCLOSURE)


15R. AWARD OF BID NO. 194, TRADE PACKAGE 21 AND AGREEMENT WITH ADS COMPANIES

15R1. Award of Bid No. 194, Trade Package 21, to ADS Companies (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 21, to ADS Companies, for Landscape and Irrigation, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $220,633.
ITEM 15R2. Agreement with ADS Companies (ENCLOSURES)

Approve Agreement No. A3542.12 with ADS Companies, for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 21-Signage, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $220,633.

15S. AWARD OF RFP NO. 132

15S1. Award of Bid No. 132 to Pepsi Beverages Company (ENCLOSURE)

Recommend award of RFP No. 132, to Pepsi Beverages Company, for beverage vending and pouring rights, for Southwestern Community College District, for the period July 12, 2012 to July 11, 2022, inclusive, in the amount of $857,397 income to the District.

15T. AWARD OF RFP NO. 134

15T1. Award of RFP No. 134 to Cambridge West Partnership, LLC (ENCLOSURE)

Recommend award of RFP No. 134, Educational and Facilities Master Plans, to Cambridge West Partnership, LLC, for the preparation of the Southwestern Community College District Educational and Facilities Master Plans, for the period July 12, 2012 to July 11, 2013, inclusive, in an amount not to exceed $425,000.

15T2. Agreement with Cambridge West Partnership, LLC (ENCLOSURES)

Approve Agreement No. A3566.12 with Cambridge West Partnership, LLC, for the Southwestern Community College District Educational & Facilities Master Plan, related to RFP 134, for the period July 12, 2012 to July 11, 2013, in the amount of $125,000 for the Educational Master Plan, $300,000 for the Facilities Master Plan, for a combined cost not to exceed $425,000.
16A. RATIFICATION OF AGREEMENTS

16A1. Amendment No. 1 to Agreement with Space and Naval Warfare Systems Center Pacific (ENCLOSURE)

(Tyner)

Ratify Amendment No. 1 to Agreement No. A2635.09 with Space and Naval Warfare Systems Center Pacific, to renew our existing partnership for student internship positions, for the period July 1, 2012 to June 30, 2022, inclusive, in stipend amounts ranging from $300 to $2,000, paid to interns.

16A2. Agreement and Amendment No. 1 with Keenan & Associates (ENCLOSURE)

(Crow)

Ratify Agreement No. A3563.12 and Amendment No. 1 with Keenan & Associates, to provide property and casualty claims administration for the District’s Risk Management Program, for the period July 1, 2010 through June 30, 2013, inclusive, at an estimated amount not to exceed $22,500 cost to the District for the three (3) year term.

16A3. Agreement with Emerald Data Solutions, Inc. (ENCLOSURE)

(Nish)

Ratify Agreement No. A3561.12 with Emerald Data Solutions, Inc., for BoardDocs system and services, for the period June 13, 2012 to June 12, 2013, inclusive, for the amount of $9,000 per year and $1,000 implementation fee.

16B. APPROVAL OF AGREEMENTS

16B1. Health Services Agreement with Alfred Shihata, M.D. (ENCLOSURE)

(Suarez)

Approve Agreement No. A3553.12 with Alfred Shihata, M.D., for medical services to students at Southwestern Community College District, for the period September 4, 2012 to August 30, 2013, inclusive, in an amount not to exceed $16,000.

16B2. Agreement with Nirav Desai (ENCLOSURE)

(Crow)

Approve Agreement No. A3564.12 with Nirav Desai, to provide project controls and management and staff services to the Vice President for Business and Financial Affairs, for the period July 12, 2012 to April 30, 2013, inclusive, in the amount of $85 per hour, for a total amount not to exceed $128,000.

16B3. Agreement with Liebert Cassidy Whitmore (ENCLOSURE)

(Román)

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, 2012 to June 30, 2013, inclusive, in the amount of $2,500.
17A. RATIFICATION OF AGREEMENTS

17A1. Agreement with Tri-City Medical Center (ENCLOSURE)

(Tyner)
Ratify Agreement No. A3549 with Tri-City Medical Center, to provide opportunities for Emergency Medical Technology and Paramedic Training program students to obtain clinical training, for the period July 1, 2012 to June 30, 2015, inclusive, at no cost to the District.

17A2. Amendment No. 1 to Agreement with South Bay Community Services (ENCLOSURE)

(Tyner)
Ratify Amendment No. 1 to Agreement No. AR3475.12 with South Bay Community Services, for Southwestern College Family Resource Center, in provision of performing culturally competent bilingual (English/Spanish) services support for children, youth and families in San Diego’s South Bay area, for the period January 1, 2012 to December 31, 2012, inclusive in the modified amount of $16,800 income to the District.

17A3. Amendment No. 1 to Agreement with Palomar Pomerado Health (ENCLOSURE)

(Tyner)
Ratify Amendment No. 1 to Agreement No. A2639.09 with Palomar Pomerado Health, to serve as a business associate, for the period May 8, 2012 to May 7, 2015, inclusive, at no cost to the District.

17A4. Amendment No. 1 to Agreement with Keenan & Associates (ENCLOSURE)

(Crow)
Ratify Amendment No. 1 to Agreement No. A3461.12 with Keenan & Associates, which provides consulting services related to Risk Management/ Workers’ Compensation, for an extended period July 1 to September 30, 2012, at no additional cost to the District.

17A5. Amendment No. 1 to Agreement with Marcum LLP dba Caporicci & Larson, Certified Public Accountants (ENCLOSURE)

(Crow)
Approve the Request for Consent to Assignment of Contract dated June 11, 2012 relating to an Assignment and Assumption Agreement and approve Amendment No. 1 to Agreement No. A3446.12 with Marcum LLP dba Caporicci & Larson, Certified Public Accountants, for change in entity from Marcum LLP dba Caporicci & Larson to Pun & McGeady, LLP, to provide audit services for the District.

17B. APPROVAL OF AGREEMENTS

17B1. Agreement with National Latina Business Women Association (ENCLOSURE)

(Tyner)
Approve Agreement No. AR3554.12 with National Latina Business Women Association (NLBWA), to provide an Emerging Latina Entrepreneurial Training Program, for the period July 12 to November 30, 2012, inclusive, at no cost to the District.
17B2. Memorandum of Understanding with Education to Go (ENCLOSURE) (Tyner)

Approve Memorandum of Understanding No. M3556.12 with Education to Go (ed2go), to establish a partnering relationship for fee-based, online career certificate programs, for the period August 1, 2012 to June 30, 2015, inclusive, in an estimated amount of $23,000 income to the District.

17B3. Agreement with the City of Chula Vista (ENCLOSURE) (Tyner)

Approve Agreement No. A3560.12 with the City of Chula Vista, to provide CPR and first aid training, for the period July 11, 2012 to June 30, 2013, inclusive, in the estimated amount of $272 income to the District.

17B4. Agreement with Fellowship Travel for Cape Town, South Africa (ENCLOSURE) (Suarez)

Approve Agreement No. A3570.12 with Fellowship Travel, as a service provider for the Cape Town, South Africa, two-week volunteer abroad program (March 15 to March 29, 2013). The travel agreement contract will cover the period of September 1, 2012 to May 1, 2013, inclusive, at no cost to the District.

Action

18. PROPOSITION R CITIZENS’ BOND OVERSIGHT COMMITTEE (ENCLOSURE) (Nish)

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<th>Hernandez</th>
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<th>Roesch</th>
<th>Peraza</th>
<th>Valladolid</th>
<th>Espinoza</th>
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Recommend appointment of the individuals listed below to the Prop R Citizens’ Oversight Committee for two-year terms and in accordance with the established bylaws.

Adela C. Garcia  Business Representative
Israel Garza  At-Large Community Member

Information

19. NON-ACTION ITEMS (ITEMS A THROUGH C) (Román)

19A. DISTRICT POLICIES – FIRST READING (ENCLOSURE)

As part of the ongoing review and revision of the Southwestern Community College District Policies and Procedures Manual, the following policies appears before the Governing Board for First Reading:

19A1. POLICY NO. 2015 – STUDENT TRUSTEE (ENCLOSURE)

First Reading. Information only.
(This is a revised policy)

19A2. POLICY NO. 2020 – CAMPAIGN CONTRIBUTIONS (ENCLOSURE)

First Reading. Information only.
(This is a revised policy)

19B. DISTRICT PROCEDURES – FIRST READING (Román)

As part of the ongoing review and revision of the Southwestern Community College District Policies and Procedures Manual, the following procedures appear before the Governing Board for First Reading:
<table>
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<tr>
<th>ITEM</th>
<th>GB Agenda 7.11.12</th>
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<td>Page 21 of 22</td>
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### 19B1. PROCEDURE NO. 2110 – VACANCIES ON THE GOVERNING BOARD (ENCLOSURE)
First Reading. Information only.
(This is a new procedure)

### 19B2. PROCEDURE NO. 2435 – EVALUATION OF THE SUPERINTENDENT/PRESIDENT (ENCLOSURE)
First Reading. Information only.
(This is a new procedure)

### 19B3. PROCEDURE NO. 2610 – PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS (ENCLOSURE)
First Reading. Information only.
(This is a new procedure)

### 19C. INFORMATION ITEMS
(Crow)

#### 19C1. SUBMITTAL OF PURCHASE ORDERS FOR REVIEW (ENCLOSURE)
General Fund Nos. 108442 (Manual Requisition Sequence)
General Fund Nos. 208343 – 208751 (On-Line Requisition Sequence)
Blanket Fund Nos. None

#### 19C2. COMPARATIVE STATEMENT OF REVENUES & EXPENSES REPORT FOR PERIOD ENDING MAY 31, 2012 (ENCLOSURE)

#### 19C3. GENERAL FUND CASH ANALYSIS FOR PERIOD ENDING MAY 31, 2012 (ENCLOSURE)

### 20. ADMINISTRATIVE REPORTS
(Nader)

#### 20A. KATHY TYNER, VICE PRESIDENT FOR ACADEMIC AFFAIRS

#### 20B. STEVEN L. CROW, VICE PRESIDENT FOR BUSINESS & FINANCIAL AFFAIRS

#### 20C. ALBERT J. ROMÁN, D.P.A., VICE PRESIDENT FOR HUMAN RESOURCES

#### 20D. ANGELICA L. SUAREZ, PH.D., VICE PRESIDENT FOR STUDENT AFFAIRS

### 21. SUPERINTENDENT/PRESIDENT’S REPORT
(Nish)

#### 21A. FOLLOW-UP LOG (ENCLOSURE)

### 22. GOVERNING BOARD REQUEST(S) FOR INFORMATION
(Hernandez)

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<tr>
<th>Information Requested</th>
<th>Board Member</th>
<th>Requested Date</th>
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ITEM

23. GOVERNING BOARD REPORTS
   (Hernandez)
   23A. STUDENT BOARD MEMBER JUAN LUIS ESPINOZA
   23B. BOARD MEMBER TIM NADER
   23C. BOARD MEMBER JEAN ROESCH, ED.D.
   23D. BOARD MEMBER TERRI VALLADOLID
   23E. BOARD VICE PRESIDENT HUMBERTO PERAZA
   23F. BOARD PRESIDENT NORMA L. HERNANDEZ

Closed Session 24. CLOSED SESSION/REPORT OF ACTION(S) (If Applicable)
   (Hernandez)

Adjournment 25. ADJOURNMENT
   (Hernandez)

Information 26. NEXT REGULAR MEETING

   Wednesday, August 8, 2012
   Southwestern College
   900 Otay Lakes Road
   Room 214
   Chula Vista, CA  91910

MELINDA NISH, ED.D.
SUPERINTENDENT/PRESIDENT
MINUTES

REGULAR MEETING, GOVERNING BOARD
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

CROWN COVE AQUATIC CENTER, ROOMS 110 A & B
SILVER STRAND BEACH
5000 HIGHWAY 75
CORONADO, CA 92118

NORMA L. HERNANDEZ, GOVERNING BOARD PRESIDENT
HUMBERTO PERAZA, JR., GOVERNING BOARD VICE PRESIDENT
TIM NADER, GOVERNING BOARD MEMBER
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
JUAN LUIS ESPINOZA, STUDENT GOVERNING BOARD MEMBER
MELINDA NISH, ED.D., SECRETARY TO GOVERNING BOARD
AND SUPERINTENDENT/PRESIDENT

6:15 p.m. Call to Order / Announcement of Closed Session Agenda
7:00 p.m. Reconvene in Open Session

Wednesday, June 13, 2012

Southwestern Community College District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Mary Ganio at 619.482.6301 at least forty-eight hours in advance of the meeting for information on such accommodation.

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

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

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<th>ITEM</th>
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<tr>
<td><strong>Call to Order</strong></td>
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<tr>
<td>1. CALL TO ORDER</td>
<td>Hernandez</td>
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<td>(Hernandez)</td>
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<td>6:15 p.m., Rooms 110 A &amp; B</td>
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<tr>
<td>Present: Hernandez, Nader, Roesch, Valladolid</td>
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<td>Absent: Peraza (arrived before adjourning to closed session)</td>
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<tr>
<td><strong>Announcement Closed Session Agenda</strong></td>
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<tr>
<td>2. ANNOUNCEMENT OF CLOSED SESSION AGENDA</td>
<td>Hernandez</td>
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<td>(Hernandez)</td>
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<td>Members of the public may be present to hear the closed session announcements and will be given an opportunity to speak on any closed session items at this time. Persons wishing to address the Governing Board under this item should fill out a Request for Oral Communication card available at the reception table.</td>
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<tr>
<td>2A. CONFERENCE WITH LABOR NEGOTIATOR</td>
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<tr>
<td>Negotiator: Joseph N. Quarles, Ed.D.</td>
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<td>Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials</td>
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<td>Unrepresented Employees: Vice Presidents</td>
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<td>ITEM</td>
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<tr>
<td>2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE</td>
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<tr>
<td>Government Code Section 54957</td>
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<tr>
<td>2C. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION</td>
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<tr>
<td>Government Code Section 54956.9</td>
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<tr>
<td>Superior Court Case Number: 37-2011-00099248-CU-WM-CTL</td>
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<tr>
<td>2D. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION</td>
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<tr>
<td>Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 5 potential cases</td>
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<tr>
<td>Initiation of litigation pursuant to subdivision (c) of Section 54956.9: 1 potential case</td>
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6:16 p.m., Peraza arrived at this point of the agenda.

No speakers.

**Closed Session**

3. **ADJOURN TO CLOSED SESSION**
   (Hernandez)
   6:17 p.m., Room 107A

4. **RECONVENE IN OPEN SESSION**
   (Hernandez)
   7:15 p.m., Rooms 110 A & B
   
   Present: Hernandez, Peraza, Nader, Roesch, Valladolid, Espinoza (Student Board Member)

**Pledge of Allegiance**

5. **PLEDGE OF ALLEGIANCE**
   (Hernandez)

**Closed Session Announcement**

6. **ANNOUNCEMENT OF CLOSED SESSION ACTION (If applicable)**
   (Hernandez)
   
   President Hernandez announced that there was no reportable action.

**Student Board Member Oath**

7. **SWEARING IN OF STUDENT BOARD MEMBER**
   (Hernandez)
   
   Juan Luis Espinoza, Associated Student Organization President/Student Board Member
   
   President Hernandez administered Student Board Member Espinoza’s oath of office.
   
   Superintendent/President Nish recommended changing the order of the agenda to renumber Item 15 - HR Information Items to become Item 16, and Item 16 Compensation Reduction for FY 2012-13 to become Item 15.
   
   The agenda was renumbered as recommended with no objections from the Board:
   
   Item 15 Compensation Reduction for FY 2012-13
   Item 16 HR: Information Items

**Approval of Minutes (Carried)**

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>M</th>
<th>Roesch</th>
<th>S</th>
<th>Peraza</th>
<th>Valladolid</th>
<th>Espinoza</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aye</td>
<td>Aye</td>
<td></td>
<td>Aye</td>
<td></td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
</tr>
</tbody>
</table>

May 9, 2012, Regular Meeting
May 23, 2012, Special Meeting
PRESENTATIONS

9A. EMPLOYEE OF THE QUARTER JULY-SEPTEMBER 2012
Yadira Garcia, EOPS Technician, Extended Opportunities Programs & Services (EOPS)

Presenters: Joseph Quarles, Ed.D., Interim Vice President for Human Resources; Aaron Starck, Director of Student Development; Bruce MacNintch, CSEA President

Presentation of Certificates of Appreciation
Board President Hernandez and Superintendent/President Nish presented certificates of appreciation to Andrew MacNeill, SCEA President, and Aaron Starck, SCCDAA President, as they completed their service as presidents of SCEA and SCCDAA.

9B. CROWN COVE AQUATIC CENTER

Presenters: Kathy Tyner, Vice President for Academic Affairs; Christine Perri, Dean, Higher Education Center at National City and Crown Cove Aquatic Center, Patrice Milkovich, Director Crown Cove Aquatic Center

Milkovich provided an overview of a PowerPoint presentation which highlighted courses and activities at the Crown Cove Aquatic Center.

ORAL COMMUNICATION

Persons wishing to address the Governing Board under this item should fill out a Request for Oral Communication card available at the reception table and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered.

An oral presentation to the Board does not constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act Government Code Section 54954.2(a): “No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.”

The following individuals spoke in support of Item #21:

Scott Barnett, Vice President, Board of Trustees, San Diego Unified School District
Victor Esparza, IUOE 12
Tom Lemmon
Cherie Cabral, California Construction LMCT
Nicholas Segura, IBEW 569
Michelle Krug
Kayla Race, EHC
Lorena Gonzalez
Christina Gonzales, Justice Overcoming Boundaries
Karim Bouris, Director of Economic Development at MAAC Project
Pamela Bensoussan, Chula Vista Councilmember (speaking as individual)

The following individuals spoke in opposition to Item #21:

Richard Markuson, WECA
Eric Christen, CFEC
Sean Karafin, SD County Taxpayers Association
Brad Barnum, Associated General Contractors
Glen Hillegas, Vice President, AGC Apprenticeship
<table>
<thead>
<tr>
<th>Recusal from Agenda Items</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. ANNOUNCEMENT OF RECUSAL FROM AGENDA ITEMS</td>
<td>(Nish)</td>
</tr>
<tr>
<td>The Superintendent/President respectfully asks if any of the Governing Board members need to recuse themselves from any item where there might be a potential conflict of interest.</td>
<td></td>
</tr>
<tr>
<td>Hernandez recused herself from Items 14D and 19A2, as she is on the Board of the San Diego Workforce Partnership.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Academic Senate Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. ACADEMIC SENATE REPORT</td>
</tr>
<tr>
<td>PROFESSOR RANDY BEACH, PRESIDENT, ACADEMIC SENATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Union/Association Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. UNION/ASSOCIATION REPORTS</td>
</tr>
<tr>
<td>13A. PROFESSOR ANDREW MACNEILL, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)</td>
</tr>
<tr>
<td>MacNeill expressed appreciation to the Board, Superintendent/President, vice presidents, constituent leaders and staff for their support and relinquished his seat to incoming SCEA President Eric Maag.</td>
</tr>
<tr>
<td>13B. BRUCE MACNINTCH, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)</td>
</tr>
<tr>
<td>13C. AARON STARCK, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)</td>
</tr>
<tr>
<td>Starck gave his final report as SCCDAA President, as he has completed his term as President; Silvia Cornejo-Darcy will replace him in this capacity.</td>
</tr>
</tbody>
</table>
Adoption of the Consent Calendar will be made by one motion and second of the Board and by a unanimous vote.

Valladolid pulled Item #14U from the consent agenda to follow Item #16 HR Information Items.

14A. RATIFY/APPROVE FACILITY USE REQUEST(S)

Recommend ratification/approval of facility use requests listed below:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Facility Requested</th>
<th>Purpose</th>
<th>Date</th>
<th>Total Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Border Patrol Agency/Recruiting/Hiring Branch</td>
<td>Inner Track &amp; Field</td>
<td>Hiring &amp; Recruiting/Test</td>
<td>10/7/11-9/28/12</td>
<td>$1,140.00</td>
</tr>
<tr>
<td>South Bay Aquatics Swim Team</td>
<td>Deep Pool</td>
<td>Swim Practice</td>
<td>2/21/12-5/18/12</td>
<td>$4,182.00</td>
</tr>
<tr>
<td>IKUEI Seminar-International</td>
<td>Room 652</td>
<td>After School Program</td>
<td>5/5/12-6/21/12</td>
<td>$870.00</td>
</tr>
<tr>
<td>Bilingual Japanese After School</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonita Vista High School</td>
<td>Mayan Hall Theatre</td>
<td>Bonita Vista Spring</td>
<td>5/16/12-5/17/12</td>
<td>$1,520.70</td>
</tr>
<tr>
<td>Infant Swim Resource, LLC</td>
<td>Deep Pool</td>
<td>Infant Swim Training</td>
<td>5/24/12</td>
<td>$133.00</td>
</tr>
<tr>
<td>SDSU Summer Reading Program</td>
<td>Rooms 1601 &amp; 1602</td>
<td>SDSU Summer Reading</td>
<td>6/21/12-7/22/12</td>
<td>$2,131.00</td>
</tr>
<tr>
<td>Pinery Christmas Trees, Inc./dba</td>
<td>Corner (Dirt) Lot</td>
<td>Annual Pumpkin Patch</td>
<td>9/4/12-12/31/12</td>
<td>$16,500.00</td>
</tr>
<tr>
<td>Del Mar Christmas Trees, Inc.</td>
<td></td>
<td>Christmas Tree Lot 2012</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

14B. RATIFY/APPROVE TRAVEL ADVANCE REQUEST(S)

Recommend ratification/approval of travel advance requests listed below:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Purpose</th>
<th>Date</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leopold, Lillian</td>
<td>National School Public Relations Association, National Seminar Chicago, IL</td>
<td>7/8/12-7/11/12</td>
<td>$891.00</td>
</tr>
</tbody>
</table>
**ITEM**

**14C. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)**

Recommend ratification/approval of employment of consultants listed below:

<table>
<thead>
<tr>
<th>Department (Tyner) Arts &amp; Communication</th>
<th>Consultant</th>
<th>Purpose</th>
<th>Date</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts &amp; Communication</td>
<td>Nicolas Zavala</td>
<td>Master dance class Agreement No. A3505.12</td>
<td>3/26/12</td>
<td>Not to exceed $75</td>
</tr>
<tr>
<td>Arts &amp; Communication</td>
<td>Cathy Blickenstaff</td>
<td>Music performance for Spring music recital series Agreement No. A3503.12</td>
<td>4/18/12</td>
<td>Not to exceed $240</td>
</tr>
<tr>
<td>Arts &amp; Communication</td>
<td>Meagan Brown</td>
<td>Makeup artist for dancers Agreement No. A3504.12</td>
<td>4/10/12</td>
<td>Not to exceed $150</td>
</tr>
<tr>
<td>San Diego Contracting Opportunities Center</td>
<td>William Gee dba The Presentation Coach</td>
<td>Facilitate workshops, focus groups, and/or surveys and develop training curriculum for the San Diego County Water Authority's Small Business Skills Training Program. Agreement No. A3502.12</td>
<td>7/1/12- 6/30/13</td>
<td>Not to exceed $2,999</td>
</tr>
<tr>
<td>San Diego Contracting Opportunities Center</td>
<td>Paul A Stout dba Power Summit</td>
<td>Facilitate workshops, focus groups, and/or surveys and develop training curriculum for the San Diego County Water Authority's Small Business Skills Training Program. Agreement No. A3501.12</td>
<td>7/1/12- 6/30/13</td>
<td>Not to exceed $2,999</td>
</tr>
</tbody>
</table>


**ITEM**

| 14C. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S) (Continued) |
|---|---|---|---|---|
| Arts & Communication | *Jose Antonio Santos | Stage management for theatre production of “Greater Tuna” Agreement No. A3483.12 | 4/1/12–4/22/12 | Not to exceed $300 |
| Arts & Communication | *Nathan Mills | Guest performer for African American History month event Agreement No. A3484.12 | 2/2/12 | Not to exceed $100 |
| Arts & Communication | *Robert Mathes | Guest performer for African American History month event Agreement No. A3489.12 | 2/2/12 | Not to exceed $100 |

*Item was approved at the May 9, 2012 Board meeting and is being resubmitted due to typographical error.

(Quarles)

- Staff Development: SkillPath Seminars Social Media Marketing Conference 06/14/12-06/30/12 NTE $2,700.00
- Staff Development: Hilse Barbosa Myers-Briggs Type Indicator Workshop 06/15/12 NTE $400.00
- Staff Development: Fred Pryor Seminars Deliver Exceptional Customer Service 06/18/12 NTE $1,800.00
- Staff Development: Fred Pryor Seminars 9 Traits of Highly Successful Work Teams 06/19/12 NTE $1,800.00

**ITEM**

| 14D. RATIFY/APPROVE FILING OF APPLICATION(S) |
|---|---|---|---|---|---|---|---|---|---|
|  | Hernandez | Nader | Roesch | S | Peraza | M | Valladolid | Espinoza |
| 14D (Carried) | Abstain | Aye | Aye | Aye | Aye | Aye | Student Advisory Veto |

Recommend ratification/approval of listed filing of applications to meet deadlines:

- Unified Port of San Diego, “Contracting Technical Assistance for the Port and Port Cities”, in the amount of $15,000, July 1, 2012 through June 30, 2013.
- American Psychological Association, “Future Psychologists/ Psychology Bound”, in the amount of $20,000, June 1, 2013 through June 3, 2014.
14E. Consulate General of Mexico in San Diego: Institute for Mexicans Abroad, "PADRINOS, AHIJADOS-IME BECAS", in the amount of $25,000, October 1, 2012 through June 30, 2013.

California Community Colleges Student Mental Health Program, "Southwestern College Wellness and Resilience Initiative (SWCWR)," in the amount of $250,000, July 1, 2012 through May 31, 2014.

Business & Entrepreneurship Center, an initiative of the Economic and Workforce Development Program through the California Community Colleges, "Faculty Entrepreneurship Project 3.0 Mini-Grant Opportunity," in the amount of $10,000, June 1, 2012- May 31, 2013.

Chancellor's Office, California Community Colleges, "Enrollment Growth for Associate Degree Nursing (RN) Programs," in the amount of $89,867, July 1, 2012 to June 30, 2013.


14F. RATIFY/APPROVE ACCEPTANCE OF FUNDS

(Nish/Gilstrap)

Recommend ratification/approval of funds as listed below:

CA Department of Boating and Waterways, "The Aquatic Center Grant Program," in the amount of $41,600, February 1, 2012 through January 31, 2013. This application was approved by the Governing Board on January 11, 2012.

14G. ACCEPTANCE OF GIFTS

(Nish)

Recommend acceptance of gift(s) for anticipated use as indicated below:

$7,500 donated by San Diego County Regional Airport Authority, to be used for general operations of the San Diego Contracting Opportunities Center.

$1,000 donated by Soroptimist Club, to benefit the Microenterprise Family Childcare Program, at the Higher Education Center in National City.

$1,000 donated by Purkayastha Family Foundation, to benefit the Microenterprise Family Childcare Program, at the Higher Education Center in National City.

Automated External Defibrillator, battery, and adult pad, donated by Paradise Valley Hospital for use by the Health Services Office.

$1,000 donated by Ellucian, to benefit the Institutional Technology Department.

20 individual donations totaling $3,012.10, made by various individuals, to the Journalism Trust/SUN Newspaper, in the School of Arts and Communication.

14H. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)

(Nish/Jerome)

Recommend approval of listed purchase orders:

General Fund No. 208104, 208216, 208251 and 208294

14I. PAYMENT OF BILLS - APRIL 1-30, 2012 (ENCLOSURE)
14J. HR: ADOPT COMMENDATION RESOLUTION(S) (ENCLOSURE)

Recommend adoption of commendation resolution for individual listed:

Maria Guadalupe Aleman, Food Service Worker, Food Services
Completing 23 years of service

14K. HR ACADEMIC: EMPLOYMENT OF FACULTY (ENCLOSURE)

Recommend approval of employment effective as indicated; final salary placement is contingent upon verification of education and experience:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Mos/ Class/ Monthly Salary</th>
<th>Annual Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Caspi</td>
<td>Assistant Professor of Administration of Justice</td>
<td>School of Business, Professional &amp; Technical Education</td>
<td>10 I-1 $4,805.80 $48,058.00</td>
<td>08/17/12</td>
<td></td>
</tr>
</tbody>
</table>

14L. HR ACADEMIC: ACADEMIC TRANSACTIONS (ENCLOSURE)

Recommend approval of academic transactions. Transactions may include academic assignments/stipends, academic assignments/reassigned time & minimum qualifications equivalency.

14M. HR ACADEMIC: HOURLY ACADEMIC EMPLOYMENT (ENCLOSURE)

Recommend approval of adjunct faculty employment for the 2012 summer semester and further recommend the Superintendent/President be authorized to employ additional hourly academic staff as may be needed for the 2012 summer semester.

14N. HR CLASSIFIED: EMPLOYMENT OF CLASSIFIED PERSONNEL

Recommend approval of listed employment as indicated below:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Months/ Range/ Service</th>
<th>Range/ Step/ Step</th>
<th>Monthly/ Service</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silvana Vereda</td>
<td>Assistant</td>
<td>Library</td>
<td>12 months/ .90 FTE</td>
<td>Range 12/ Step 1</td>
<td>$2,664.00</td>
<td>06/14/12</td>
</tr>
<tr>
<td>Travis Rayburn</td>
<td>Vehicle &amp; Equipment Mechanic (replacement)</td>
<td>Maintenance</td>
<td>12 months/ 1.0 FTE</td>
<td>Range 24/ Step 1</td>
<td>$3,983.00</td>
<td>06/14/12</td>
</tr>
</tbody>
</table>

14O. HR CLASSIFIED: CLASSIFIED TRANSACTIONS (ENCLOSURE)

Recommend approval of classified transactions. Transactions include notification of emergency assignments and short-term non-academic hourly assignments.
Recommend approval of changes in contract service as listed below:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Months Service</th>
<th>Range/Step</th>
<th>Monthly Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leonora Afuyog</td>
<td>*Senior Project Clerk-International Programs</td>
<td>10 months/.50 FTE</td>
<td>13/Step 1</td>
<td>$1,518.00</td>
<td>06/14/12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11 months/1.0 FTE</td>
<td>10/Step 1</td>
<td>$2,817.00</td>
<td></td>
</tr>
</tbody>
</table>

*Project funding for this position will expire 6/30/12. Employee has elected transfer and demotion in lieu of layoff.

| Desiree Dolores   | Project Technician                           | 12 months/1.0 FTE | 19/Step 5  | $3,521.00     | 05/23/12       |
|                   | *Project Clerk-International Programs        | 12 months/.875 FTE | 10/Step 6  | $3,001.25     |                |

*Continued employment is contingent upon project terms and conditions.

| Yadira Garcia     | EOPS Technician                               | 12 months/1.0 FTE | 22/Step 5  | $4,435.00     | 06/14/12       |
|                   | EOPS Coordinator                              | 12 months/1.0 FTE | 26/Step 4  | $4,707.00     |                |

*Includes 2 ranges for educational incentive.

| Veronica Howard-Brooks | Clerical Assistant III Academic Affairs | 12 months/1.0 FTE | 16/Step 4  | $3,677.00     | 05/21/12       |
|                        |                                              | 12 months/1.0 FTE | 16/Step 4  | $3,677.00     |                |

*Includes 3 ranges for educational incentive.

14Q. HR CLASSIFIED: APPROVE ELIMINATION OF VACANT CLASSIFIED PROJECT-FUNDED POSITION

Recommend elimination of the following position is due to the expiration of project funds effective June 30, 2012.

Senior Project Clerk – International Programs

14R. HR CLASSIFIED: RESOLUTION FOR ELIMINATION OF CLASSIFIED PROJECT-FUNDED POSITION (ENCLOSURE)

Recommend adoption of resolution eliminating the following project-funded position:

Project Clerk – Enrollment Grant

14S. HR CLASSIFIED: 39-MONTH REEMPLOYMENT STATUS

Pursuant to Education Code 88192, the following employee is placed in the 39-month reemployment status effective as indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Re-employment Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wanda Maxwell</td>
<td>Transfer Center Specialist</td>
<td>6/7/12</td>
</tr>
</tbody>
</table>
14T. HR CLASSIFIED: RATIFY RESIGNATIONS/RETIREMENTS

Recommend ratification of resignations/retirement of the listed classified employee(s) who have resigned/retired. Their resignation/retirement has been accepted by the Superintendent/President under delegation of powers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guadalupe Aleman</td>
<td>Food Service Worker</td>
<td>05/18/12</td>
</tr>
<tr>
<td>(retirement)</td>
<td>Food Services</td>
<td></td>
</tr>
<tr>
<td>Michael Muller</td>
<td>Vehicle &amp; Equipment Mechanic</td>
<td>05/10/12</td>
</tr>
<tr>
<td>(resignation)</td>
<td>Maintenance</td>
<td></td>
</tr>
</tbody>
</table>

Item 14U pulled from the Consent agenda to follow Item 16 HR Information Items.

15. COMPENSATION REDUCTION FOR FY 2012-13

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>S</th>
<th>Roesch</th>
<th>Peraza</th>
<th>M</th>
<th>Valladolid</th>
<th>Espinoza</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
</tr>
</tbody>
</table>

Due to the District’s severe budget crisis, the District and all employees within Southwestern College Education Association (SCEA), Classified School Employees’ Association (CSEA), Southwestern College Administrators Association (SCDAA) and Confidential units, have ratified a Memorandum of Understanding and agree to a 5% compensation reduction for fiscal year 2012-13. The Superintendent/President and Vice Presidents are also subject to the terms of the agreement as follows:

For fiscal year 2012-13, all eligible employees will receive a step increase.

For fiscal year 2012-13, the salaries of all employees will be reduced by 5%.

Any new unrestricted revenue from the State for fiscal year 2012-2013 appearing on Schedule C from the State Chancellor’s Office shall be used to partially or fully restore the reduced salaries for all employee groups.

16. HR: INFORMATION ITEMS

16A. FUNDING SOURCE FOR INCREASE IN VICE PRESIDENTS' SALARIES

On March 14, 2012, the Governing Board approved additional ranges (AA-AD) to the Academic Administrator Salary Schedule. Range AD pertains specifically to the Vice President classification. As indicated in the cost information provided below, the cost for the salary increase is $33,288 for the 2012-13 fiscal year. Funds from a vacant classified administrator position, to be eliminated, will be utilized to offset the cost of the additional salary range for Vice Presidents and also the establishment of a classified bargaining unit position.

Savings: Director of Payroll & Risk Management (Vacant and funded classified administrator position) $112,992/year

Cost: Vice Presidents' Salary Increase $33,288/year

Cost: Risk Management Analyst (New Classified Bargaining Unit Position) $58,248/year

Total Net Savings $21,456/year
Notification of listed lateral reassignments pursuant to Article II (Workload and assignments), Section I, (lateral reassignment) effective as indicated below:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Months/Service</th>
<th>Range/Class</th>
<th>Monthly Salary</th>
<th>To</th>
<th>Monthly Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlie Ricasa</td>
<td>Director of Student</td>
<td>12 months/1.0 FTE</td>
<td>Range F/Step 8</td>
<td>$10,389.00/monthly</td>
<td>Director of Extended</td>
<td>12 months/1.0 FTE</td>
<td>$10,389.00/monthly</td>
</tr>
<tr>
<td>Aaron Sterck</td>
<td>Director of Extended Programs</td>
<td>12 months/1.0 FTE</td>
<td>Range F/Step 4</td>
<td>$9,504.00/monthly</td>
<td>Services &amp; Services (EOPS)</td>
<td>12 months/1.0 FTE</td>
<td>$9,504.00/monthly</td>
</tr>
</tbody>
</table>

Recommend approval re-employment and salary placement for the 2012-13 fiscal year. Pursuant to section V: (Salaries), Section A (Salary Schedules) of the Academic Administrator Handbook, administrators will advance one step within their salary range for each year of satisfactory full-time service until the maximum of their range has been reached.

Recommend award of Bid No. 194, Trade Package 02, to Sierra Pacific West, Inc., for Demolition, Grading, Earthwork, Asphalt Paving, Abatement and Permanent Soil Nail Assembly services for Southwestern College Central Plant, Field House and Stadium Improvement Projects(s), for the period June 25, 2012 to March 3, 2014, inclusive, in an amount not to exceed $1,848,960.
17B2. Agreement with Sierra Pacific West, Inc. (ENCLOSURE)

Approve Agreement No. A3523.12 with Sierra Pacific West, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 02-Demolition, Grading, Earthwork, Asphalt Paving, Abatement and Permanent Soil Nail Assembly, for the period June 25, 2012 to March 3, 2014, inclusive, in an amount not to exceed $1,848,960.

17C. AWARD OF BID NO. 194, TRADE PACKAGE 05 AND AGREEMENT WITH TEAM C CONSTRUCTION

17C1. Award of Bid No. 194, Trade Package 05, to Team C Construction (ENCLOSURE)

Recommend award of Bid No. 194, Trade Package 05, to Team C Construction, for Structural Concrete, Site Concrete, Landscape Arch Concrete, Shotcrete, and Waterproofing for Southwestern College Central Plant, Field House and Stadium Improvement Projects(s), for the period June 25, 2012 to March 3, 2014, inclusive, in an amount not to exceed $4,147,000.20.

17C2. Agreement with Team C Construction (ENCLOSURE)

Approve Agreement No. A3526.12 with Team C Construction, for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 05-Structural Concrete, Site Concrete, Landscape Arch Concrete, Shotcrete, and Waterproofing, for the period June 25, 2012 to March 3, 2014, inclusive, in an amount not to exceed $4,147,000.20.
18. RATIFICATION / APPROVAL OF AGREEMENTS - COST TO DISTRICT (ITEMS A THROUGH B)

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18A. RATIFICATION OF AGREEMENTS

Vice President Peraza asked for an explanation of what is new and not anticipated in some of the contracts, in particular Item 18A4. Temple stated that suspension of the corner lot project resulted in changes in the landscaping entry project. Brown responded to Item 18A4. The SDG & E make ready project was not anticipated; loop road service was not in the original proposed project and the fire road was expanded.

18A1. Amendment No. 2 to Agreement with RBF Consulting (ENCLOSURE)

(Nish/Brown)

Approve Amendment No. 2 to Agreement No. A3215.11 with RBF Consulting, for additional engineering services, for an extended period to December 31, 2012, inclusive, for an additional fee not to exceed $69,150, for a new contract amount not to exceed $167,200.

18A2. Amendment No. 3 to Agreement with BRG Consulting (ENCLOSURE)

(Nish/Brown)

Approve Amendment No. 3 to Agreement No. A3107.11 with BRG Consulting, to reduce proposed environmental support services, for the extended period to December 31, 2012, inclusive, and reduce the contract amount by $29,642 for a new contract amount of $112,933.

18A3. Amendment No. 1 (Credit) to Agreement with Fordyce Construction (ENCLOSURE)

(Nish/Brown)

Approve Amendment No. 1 to Agreement No. A3025.10 with Fordyce Construction, for a credit back to the District in the amount of $8,490 as the allowance reconciliation and financial close-out negotiation for the Snack Bar Café project. The resulting contract amount is decreased by $8,490 for a final total of $3,152,440 and extends the completion date to December 15, 2011.


(Nish/Brown)

Approve Amendment No. 6 to Agreement No. A3169.10 with M. Arthur Gensler Jr. Associates, Inc. (Gensler), for additional architectural services, in an amount not to exceed $306,415 for a new contract total, inclusive, not to exceed $2,753,155.

18B. APPROVAL OF AGREEMENTS

18B1. Agreement with Sheila Forsberg (ENCLOSURE)

(Quarles)

Approve Agreement No. A3221.12 with Sheila Forsberg to conduct job analysis audits and provide ongoing technical assistance, for the period July 1, 2012 to June 20, 2013, inclusive, in an amount not to exceed $25,000.

18B2. Amendment No. 3 to Agreement No. A3010.10 with Western Interpreting Network (ENCLOSURE)

(Suarez)

Approve Amendment No. 3 to Agreement No. A3010.10 (RFP 117) with Western Interpreting Network, for American Sign Language interpreting services, for the period July 1, 2011 to June 30, 2012, inclusive, for a revised contract amount not to exceed $280,000.
18B3. Amendment No. 4 to Agreement No. A3010.10 with Western Interpreting Network (ENCLOSURE)

(Suarez)

Approve Amendment No. 4 to Agreement No. A3010.10 (RFP 117) with Western Interpreting Network, to renew agreement for American Sign Language interpreting services, for the period July 1, 2012 to June 30, 2013, inclusive, in an amount not to exceed $300,000.


(Suarez)

Approve Extension No. 2 to Agreement No. A3008.10 (RFP 117) with e-Captions.com Official Real Time Captioning Associates, Inc., to renew agreement for American Sign Language interpreting and Speech to Text services, for the period July 1, 2012 to June 30, 2013, inclusive, in an amount not to exceed $20,000.

18B5. Amendment No. 2 to Agreement No. A3009.10 with Network Interpreting Services (ENCLOSURE)

(Suarez)

Approve Amendment No. 2 to Agreement No. A3009.10 (RFP 117) with Network Interpreting Services, to renew agreement for American Sign Language interpreting services, for the period July 1, 2012 to June 30, 2013, inclusive, in an amount not to exceed $50,000.

18B6. Agreement with SWS Engineering, Inc. (ENCLOSURE)

(Nish/Brown)

Approve Agreement No. A3548.12 related to Bid No. 194, Trade Package No. 1-Surveying, with SWS Engineering Inc., for professional land surveying services, for the period June 14, 2012 to April 20, 2014, inclusive, in an amount not to exceed $22,032.

18B7. Amendment No. 1 to Agreement with Robert J. Temple (ENCLOSURE)

(Nish)

Approve Amendment No. 1 to Agreement No. A3423.11 with Robert J. Temple, for additional consultant services, for the period July 1, 2012 to September 30, 2012, inclusive, in an increased amount not to exceed an additional $15,000, for a new contract total, not to exceed $60,000.
19. APPROVAL/RATIFICATION OF AGREEMENTS – NO COST / INCOME (ITEMS A THROUGH B)

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<td>19. APPROVAL/RATIFICATION OF AGREEMENTS – NO COST / INCOME (ITEMS A THROUGH B)</td>
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19A. RATIFICATION OF AGREEMENTS

19A1. Sub-Agreement with Rancho Santiago Community College District (ENCLOSURE)

(Ratify Sub-Agreement No. AR3507.12 with Rancho Santiago Community College District, for the Entrepreneurship Pathways Project, to provide business ownership concepts to youth ages 14–17, for the period of April 1, 2012 to January 31, 2013, inclusive, in the amount of $50,000 income to the District.)

19A2. Modification No. 1 to Agreement with San Diego Workforce Partnership, Inc. (ENCLOSURE)

(Ratify Modification No. 1 to Agreement No. AR3514.12 with San Diego Workforce Partnership, Inc. for the provision of training sessions to Green Building participants, for the period July 1, 2011 to December 31, 2012, inclusive, in the amount $109,400 income, with an in-kind match cost of $14,790, for a net amount of $94,610 income to the District.)

19A3. Agreement with Osaka Jekel College (ENCLOSURE)

(Ratify Agreement No. AR3506.12 with Osaka Jekel College, for the International Medical Office Support Educational and Cultural Symposiums, for the period of April 25, 2012 to December 31, 2014, inclusive, in the maximum amount of $16,000 income to the District.)

19A4. Amendment No. 1 to Agreement with Yosemite Community College District, Child Development Training Consortium (ENCLOSURE)

(Ratify Amendment No. 1 to Agreement No. AR3357.11 with the Yosemite Community College District, Child Development Training Consortium, to provide 75 additional units and 25 contingent units to child development students, for the period September 1, 2011 to June 30, 2012, inclusive, in an amount not to exceed $2,500 additional income to the District, bringing the total contract amount to $15,000.)

19A5. Agreement with the U.S. Small Business Administration (ENCLOSURE)

(Ratify Agreement No. AR3496.12 with U.S. Small Business Administration (U.S. SBA), for the San Diego & Imperial Small Business Development Center Network services, for the period January 1 to December 31, 2012, inclusive, in the revised amount of $1,044,503 income to the District. The original award amount was $1,031,137. Application for funds was approved by the Governing Board on October 12, 2011. Funds were accepted by the Governing Board on April 11, 2012.)
19B. APROVAL OF AGREEMENTS

19B1. Memorandum of Understanding with Camara de Negocios Mexicoamericana (CANEMEXA) (ENCLOSURE)

(Tyner) Approve Memorandum of Understanding No. M3508.12 with Camara de Negocios Mexicoamericana (CANEMEXA), to develop and foster a mutual collaboration in order to strengthen and expand international trade business development in the local region, for the period June 14, 2012 to June 30, 2014, inclusive, at no cost to the District.

19B2. Agreement with Covenant Retirement Communities (ENCLOSURE)

(Tyner) Approve Agreement No. A3495.12 with Covenant Retirement Communities, for clinical training for health occupation program students, for the period July 1, 2012 to June 30, 2017, inclusive, at no cost to the District.

19B3. Agreement with City of Coronado (ENCLOSURE)

(Tyner) Approve Agreement No. AR3481.12 with the City of Coronado, for the Sea Camp Program, for the period July 9 to August 10, 2012, inclusive, in the amount of $15,625 income to the District.

19B4. Amendment No. 1 to Agreement with Prime Healthcare Paradise Valley, LLC (ENCLOSURE)

(Tyner) Approve Amendment No. 1 to Agreement No. A2270.07 with Prime Healthcare Paradise Valley, LLC, for providing clinical training experiences, for the period July 1, 2012 to June 30, 2017, inclusive, at no cost to the District.

19B5. Amendment No. 1 to Agreement with County of San Diego (ENCLOSURE)

(Tyner) Approve Amendment No. 1 to Agreement No. A43204.11 with County of San Diego, to establish an agreement for facilities use, for the period July 1, 2012 to June 30, 2022, inclusive, at no additional cost to the District.

19B6. Agreements with Agencies for EMT/P Field Training (ENCLOSURE)

(Tyner) Approve Agreements with agencies listed below, for providing opportunities for field training experiences for the Emergency Medical Technology and Paramedic students, for the period July 1, 2012 to June 30, 2017, inclusive, at no cost to the District.

A3515.12 City of Carlsbad Fire Department
A3516.12 City of Escondido
A3517.12 Lakeside Fire Protection District
A3518.12 Oceanside Fire Department
A3519.12 San Miguel Fire Protection District
A3520.12 Vista Fire Department
19B7. Agreements with Agencies for Student Internship Program (ENCLOSURE)

Approve Agreements with agencies listed below, for Student Internship Program, for the period June 14, 2012 to June 30, 2015, inclusive, in varied stipend amounts ranging from $500 to $3,000.

- A3510.12 University of Washington
- A3511.12 The Scripps Research Institute
- A3512.12 San Diego State University
- A3513.12 National Institute of Health

19B8. Agreement with County of San Diego Health and Human Services Agency, The Knowledge Center (ENCLOSURE)

Approve Agreement No. A3547.12 with the County of San Diego Health and Human Services Agency, The Knowledge Center, for CPR and First Aid instruction, for the period July 1, 2012 to June 30, 2013, inclusive, in the approximate amount of $5,566 income to the District.

19B9. Agreement with State of California Department of Parks and Recreation (ENCLOSURE)

Approve Agreement No. A3546.12 with the State of California Department of Parks and Recreation, for lifeguard instruction, for the period July 1, 2012 to June 30, 2013, inclusive, in an approximate amount of $47,160 income to the District.

19B10. Agreement with City of Imperial Beach (ENCLOSURE)

Approve Agreement No. A3545.12 with the City of Imperial Beach, for the Marine Safety Service Training Program, for the period July 1, 2012 to June 30, 2013, inclusive, in an approximate amount of $47,160 income to the District.
20. ADOPT DISTRICT PROCEDURES – SECOND READING (ITEMS A THROUGH C)

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As part of the ongoing review and revision of the Southwestern Community College District Policies and Procedures Manual, the following procedures appear before the Governing Board for adoption:

20A. PROCEDURE NO. 2745 – GOVERNING BOARD SELF-EVALUATION (ENCLOSURE)
First Reading May 9, 2012
(This is a new procedure)

20B. PROCEDURE NO. 2205 – GOVERNING BOARD ATTORNEY LIST (ENCLOSURE)
First Reading May 9, 2012
(This is a new procedure)

20C. PROCEDURE NO. 2740 – BOARD EDUCATION (ENCLOSURE)
First Reading May 9, 2012
(This is a new procedure)

21. ADOPT RESOLUTION

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Recommend adoption of listed resolution:

RESOLUTION RECOMMENDING THE NEGOTIATION OF A COMMUNITY BENEFITS AGREEMENT FOR SOUTHWESTERN COMMUNITY COLLEGE PROPOSITION R CONSTRUCTION PROJECTS (ENCLOSURE)

Vince Vasquez, National University System Institute For Policy Research, spoke regarding policy report findings for Project Labor Agreements (PLA) and indicated statistical tests show that costs are higher when school district build under PLAs.

The Board recessed at 9:20 p.m. and reconvened at 9:25 p.m.

Superintendent/President Nish noted that an amendment to the published resolution was presented to the Board and available for the public. The amended resolution reflected the last section of the second paragraph to be deleted with strikethrough:

and desires to create an atmosphere of true labor management cooperation;

The Board discussed the proposed resolution. Board Members Nader, Valladolid, and Peraza spoke in support of the resolution, and their comments included the benefits of the resolution to the community. Member Roesch spoke in opposition to a PLA and indicated that it was discriminating and noted that projects under Prop AA were completed on time and on budget without a PLA in place. Hernandez spoke regarding inclusivity and asked about including the local small businesses/contractors. Nader offered an amendment to the resolution to add the following language to the last paragraph:

; and directions to District negotiators to address issues identified by interested union and non-union parties.

Hernandez concurred with the amendment and Peraza accepted the motion as amended. Pursuant to Board policy, at 10:00 p.m., Valladolid motioned to extend the meeting until 10:30 p.m., seconded by Nader and unanimously carried. After discussion, the Board voted 4-1 to adopt the resolution as amended.
ITEM

22. THE CHULA VISTA BAYFRONT MASTER PLAN
   (Nader)

   Consider approval of letter of support for the Chula Vista Bayfront Master Plan.

23. NON-ACTION ITEMS – INFORMATION ITEMS (ITEMS A THROUGH D)

23A. SUBMITTAL OF PURCHASE ORDERS FOR REVIEW (ENCLOSURE)
   (Nish/Jerome)
   General Fund Nos. 207965 - 208342
   Blanket Fund Nos. B1957 - B1960

23B. COMPARATIVE STATEMENT OF REVENUES & EXPENSES REPORT FOR PERIOD ENDING APRIL 30, 2012 (ENCLOSURE)
   (Nish/Yanda)

23C. GENERAL FUND CASH ANALYSIS FOR PERIOD ENDING APRIL 30, 2012 (ENCLOSURE)
   (Nish/Yanda)

23D. CCFS-311Q FOR PERIOD ENDING MARCH 31, 2012 (ENCLOSURE)
   (Nish/Yanda)

24. ADMINISTRATIVE REPORTS
   (Nader)

24A. KATHY TYNER, VICE PRESIDENT FOR ACADEMIC AFFAIRS

24B. BUSINESS & FINANCIAL AFFAIRS

24C. JOSEPH QUARLES, ED.D, INTERIM VICE PRESIDENT FOR HUMAN RESOURCES

24D. ANGELICA L. SUAREZ, PH.D., VICE PRESIDENT FOR STUDENT AFFAIRS

25. SUPERINTENDENT/PRESIDENT’S REPORT
   (Nish)

26. GOVERNING BOARD REQUEST(S) FOR INFORMATION
   (Hernandez)

26A. FOLLOWUP LOG (ENCLOSURE)

27A. STUDENT BOARD MEMBER JUAN LUIS ESPINOZA

27B. BOARD MEMBER TIM NADER

27C. BOARD MEMBER JEAN ROESCH, ED.D.

27D. BOARD MEMBER TERRI VALLADOLID

27E. BOARD VICE PRESIDENT HUMBERTO PERAZA

27F. BOARD PRESIDENT NORMA L. HERNANDEZ
Closed Session

28. CLOSED SESSION/REPORT OF ACTION(S) (If Applicable)
(Hernandez)

Adjournment

29. ADJOURNMENT 10:24 p.m.
(Hernandez)

Information

30. NEXT REGULAR MEETING

Wednesday, July 11, 2012
Southwestern College
Higher Education Center at National City
Room 7201 A & B
880 National City Blvd.
National City, CA 91950

Melinda Nis, Ed.D.
Governing Board Secretary

Norma L. Hernandez
Governing Board President
MINUTES
SPECIAL MEETING OF THE GOVERNING BOARD
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

NORMA L. HERNANDEZ, GOVERNING BOARD PRESIDENT
HUMBERTO PERAZA, JR., GOVERNING BOARD VICE PRESIDENT
TIM NADER, GOVERNING BOARD MEMBER
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
MELINDA NISH, ED.D., SECRETARY TO THE GOVERNING BOARD AND
SUPERINTENDENT/PRESIDENT

Written notice is hereby given in accordance with Government Code Section 54956 that a special meeting of the Governing Board of the Southwestern Community College District will be held as noted below:

DATE: Saturday, June 9, 2012
TIME: 9:00 a.m.
LOCATION: Southwestern College
Higher Education Center at National City (HEC, NC), Room 7120
880 National City Blvd.
National City, CA 91950

Compliance with Americans With Disabilities Act

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

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Attendance at this special meeting (Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive).

Present: Hernandez, Peraza, Nader, Roesch, Valladolid

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<td>ORAL COMMUNICATION</td>
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Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table) and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered. Pursuant to the Brown Act (Government Code Section 54954.3) members of the public shall be afforded the opportunity to directly address the Governing Board concerning any agenda item that has been described in the notice for the special meeting.

An oral presentation to the Board does not constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."

No speakers.
3. BOARD RETREAT

(Hernandez)

The Governing Board will conduct its annual retreat, facilitated by Dr. Cindra Smith, to include the following:

Facilitator Dr. Cindra Smith began by providing a background of her experience. Board members gave brief introductions and provided accomplishments of the Board. Ground rules for the retreat were established.

3A. CONDUCT THE BOARD ANNUAL SELF-EVALUATION

3A1. Board Self-Evaluation Results (ENCLOSURE)

The Board discussed the self-evaluation results. Highlights of discussion including the following:

- Board Organization: How meetings are conducted and how to be more efficient—how to take care of business items of the district while receiving communication from presenters.
- Focus on future—due to circumstances, the Board has been reactive rather than proactive.
- Board/CEO relations improved from last year. Discussed protocols for dealing with staff and newspaper/media.
- Development of budget—schedule follow-up Board meeting regarding budget in late July/early August.
- Importance of maintaining confidentiality of closed session discussions.

3A2. Discuss Self-Evaluation Tool (ENCLOSURE)

There was consensus that the number of questions should be decreased, including the open-ended questions. Members agreed that the self-evaluation is too long and contains redundant questions. It was determined that the survey response options should be clarified and revised to the following:

- Exceeds Expectation
- Meets Expectation
- Needs Improvement

Hernandez and Roesch volunteered to be an ad hoc committee to review the instrument and make recommendations.

3A3. Campus Climate Survey Board Results (ENCLOSURE)

A revised Campus Climate Survey Board results was distributed by Superintendent/President (S/P) Nish.

Nish reviewed the results from the campus climate survey that pertained to the Board, noting the trends in perceptions of various constituency groups. Board members noted that the percent of those agreeing with positive comments about the Board is somewhat lower than last spring, but still much higher than Fall 2010. Board members continue to recognize the importance of modeling collegiality and civility and to work together as a team.

The importance of Board communication with the campus community was noted, along with the need to be aware that individual trustee conversations with staff can be perceived as possible micromanagement. Board members discussed the need to set and follow protocols in communicating with the campus community (see below).
3B. CLARIFY BOARD AND CEO ROLES AND PROTOCOLS (ENCLOSURE)

Facilitator Smith reviewed a list of common areas for boards and CEOs to discuss related to roles and communication protocols, which is particularly important when there is a new board and/or new president.

Discussion and consensus included:

- Trustees will take care that any communication they have with college employees will not and cannot be construed as directives, assurances of support, or opinions about complaints. Trustees will refer concerns to established channels of communication, and will alert the President to such concerns and seek information from the S/P and Board Chair. The facilitator noted that adhering to this protocol reinforces the role of the S/P as the leader of the college, as well as the policies and channels of communication established by Board Policy.

- Trustees recognize that whenever they meet with a group or an individual, they are representing the Board.

- Trustees will always let the President know when they will be on campus.

- Media contacts should be referred to the S/P and/or the Public Information Officer if they are asking about college business, and to the Board Chair if they are asking about Board positions. If trustees are uncertain about the appropriate referral, they should check with the Board Chair. The facilitator noted the importance of having designated contacts.

- The S/P will provide a periodic (weekly or biweekly, as time permits) update to the Board about activities on campus. If there is an urgent need to inform Board members, she will call or email all.

- Requests for information on college issues should go through the S/P Office, who will provide the questions and response to all Board members. Should she and the Board Chair deem that the request will require significant resources, the Board may be asked to vote on the request (see Board Policy 2430).

3C. REVIEW AND/OR DEVELOP BOARD GOALS (ENCLOSURE)

3C1. Board Institutional Goals

**Board Goals/Priorities for the Institution**

The Board self-evaluation indicated good progress on Goals 1 and 3 (accreditation and fiscal stability). Goals 2, 4, 5 and 6 still offer significant challenges due to ongoing fiscal constraints.

Consensus was to retain the concepts in the goals from last year, including (but not necessarily limited to) revising Goals 1 and combining Goal 3 and 5. In addition, the Board and the S/P will add performance goals related to improving campus climate and trust.

3C2. Board Performance Goals

The Board deemed that Board Performance Goals 2 and 5 had been accomplished.

**Board Performance Goals for 2012-2013**

Goals 1, 3, 4, and 6 will be carried over for the 2012-2013 year. Notes included:

- Goal 1 will be revised to reflect that the Board will monitor progress on district strategic directions, Board goals, and Superintendent/President goals.
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<td>• Goal 4 will be revised to reflect the expectation for a systematic approach for Board members to be visible and involved in the community, including with business, industry, education, labor and civic organizations.</td>
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<td>• Goal 6 will be addressed by an ad hoc committee of the Board, which will make recommendations for changes to the Board self-evaluation instrument.</td>
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In addition, new goals would be added:

• Continue to clarify and differentiate the roles of the S/P and Board; clarify and adhere to protocols and practices for effective Board/CEO communication and relations.

• Institute time management strategies for Board meetings in order to ensure efficient and effective use of meeting time.

• Become more knowledgeable and monitor policy standards and implementation, particularly in fiscal and business areas.

• Foster a climate of trust and collegiality by continuing to adhere to ethical standards and model civility and respect.

RECESS FOR LUNCH BREAK

The Board recessed for lunch.

3D. DISCUSS AND/OR DEVELOP SUPERINTENDENT/PRESIDENT GOALS (ENCLOSURE)

Participants discussed how strategic directions, Board goals, and Superintendent/President goals are aligned; the S/P presented charts that showed the alignment. She discussed the need to add a goal to reinforce trust and collegiality on campus. Participants noted that her presentation encompassed an impressive integration of goals and strategies.

Superintendent/President Nish then presented her proposed goals and objectives for 2011-2012, as well as activities that support each objective. Board members discussed a number of items and requested a few minor changes. Consensus was that her goals and objectives aligned with the priorities of the Board and district.

3E. REVIEW BOARD POLICIES AND PROCEDURES

Selected policies from Chapter 2, Governing Board, were reviewed.

The S/P stated her desire for regular performance evaluations. An evaluation of S/P Nish will occur in August based on the job description and accomplishments during her first six months. The process described in the draft procedure will be used.

3E1. Chapter 2 – Governing Board Index (ENCLOSURE)

3E2. Policy No. 2435 Evaluation of The Superintendent/President (ENCLOSURE)

Policy No. 2435 Evaluation Of The Superintendent/President
Participants reviewed the policy and a draft procedure for the Superintendent/President evaluation. They supported an annual evaluation using the annual goals established by the Board and CEO as criteria. Amendments to the procedure were proposed, and the procedure will be brought back to the Board for approval.

3E3. Proposed Procedure No. 2435 Evaluation of The Superintendent/President
ITEM

3E4. Policy and Procedure No. 2715 Code of Ethics and Compliance Form (ENCLOSURE)

Pursuant to Procedure No. 2715, the Board will review, read and sign the Code of Ethics at its annual retreat.

*Procedure 2715 Code of Ethics*
Facilitator Smith raised a question about the code of ethics procedure to address violations of the code, noting that many boards had steps to address perceived violations prior to seeking legal counsel.

*Code of Ethics Compliance Form*
Board members signed the code of ethics compliance form.

3E5. Policy and Procedure No. 2712 Conflict of Interest Code (ENCLOSURE)

Due to time constraints, Items 3E6 through 3E9 were not discussed.

3E6. Policy No. 2430 Delegation of Authority to the Superintendent/President (ENCLOSURE)

3E7. Policy No. 2720 Communications Among Board Member (ENCLOSURE)

3E8. Policy No. 2210 Officers (ENCLOSURE)

3E9. Policy No. 2310 Regular Meetings of the Governing Board (ENCLOSURE)

Strategies for Time Management at Board Meetings

3F. REVIEW/ESTABLISH CALENDAR OF STUDY SESSION (ENCLOSURE)

*Due to time constraints and the scheduled training on BoardDocs, review of the tentative calendar of study sessions, retreats, and special meetings was postponed to the next meeting of the Board.*

3G. BOARDDOCS DEMO/TRAINING

*The Board participated in a BoardDocs webinar demonstration conducted by Bill Terry.*

*There was consensus to move forward with implementation of BoardDocs.*

*Adjournment*

4. **ADJOURNMENT** 3:00 p.m.

(Hernandez)

Melinda Nish, Ed.D.
Governing Board Secretary

Norma L. Hernandez
Governing Board President
MINUTES

SPECIAL MEETING OF THE GOVERNING BOARD
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

NORMA L. HERNANDEZ, GOVERNING BOARD PRESIDENT
HUMBERTO PERAZA, JR., GOVERNING BOARD VICE PRESIDENT
TIM NADER, GOVERNING BOARD MEMBER
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
JUAN LUIS ESPINOZA, STUDENT GOVERNING BOARD MEMBER
MELINDA NISH, ED.D., SECRETARY TO THE GOVERNING BOARD AND
SUPERINTENDENT/PRESIDENT

Written notice is hereby given in accordance with Government Code Section 54956 that a special meeting of the Governing Board of the Southwestern Community College District will be held as noted below:

DATE: Wednesday, June 20, 2012
TIME: 6:30 p.m.
LOCATION: Southwestern College
Learning Resource Center (LRC) L238 N & S
800 Otay Lakes Road
Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CALL TO ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CALL TO ORDER</td>
</tr>
<tr>
<td></td>
<td>(Hernandez)</td>
</tr>
<tr>
<td></td>
<td>6:34 p.m., LRC, L238 N&amp;S</td>
</tr>
</tbody>
</table>

Attendance at this special meeting (Board members arriving after meeting commences will be noted as “present” at point in this suggested order of business at which they arrive).

Present: Hernandez, Nader, Roesch, Valladolid, Espinoza
Absent: Peraza

President Hernandez announced the removal of item #3 from the agenda.

<table>
<thead>
<tr>
<th>Orally Communication</th>
<th>ORAL COMMUNICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>No speakers.</td>
</tr>
<tr>
<td></td>
<td>(Hernandez)</td>
</tr>
</tbody>
</table>

Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table) and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered. Pursuant to the Brown Act (Government Code Section 54954.3) members of the public shall be afforded the opportunity to directly address the Governing Board concerning any agenda item that has been described in the notice for the special meeting.

An oral presentation to the Board does not constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): “No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.”
**ITEM**

**3. EMPLOYMENT-OF-CLASSIFIED-ADMINISTRATOR**
(Quarles)

- Recommend approval of listed employment as indicated below:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Months Service</th>
<th>Range/Step</th>
<th>Monthly Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Chief of Police</td>
<td>College</td>
<td>12 months</td>
<td>29/Step</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>(replacement)</td>
<td>Police</td>
<td>1.0 FTE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Action**

**4. ADOPTION OF TENTATIVE BUDGET FOR 2012-2013 (ENCLOSURE)**
(Nish)

(Carried)

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>S</th>
<th>Roesch</th>
<th>Peraza</th>
<th>M</th>
<th>Valladolid</th>
<th>Espinoza</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td></td>
</tr>
</tbody>
</table>

Vice President Peraza arrived at 6:38 p.m.

4A. Board input on budget development.

_Brahmbhatt provided an overview of the tentative budget. Peraza requested that staff provide the Board with what portion of the ending fund balance is cash. Nader expressed concern with the lack of detail and asked that future tentative budget documents provide more detail._

4B. Approve adoption of the Tentative Budget based on the assumptions herein and instruct staff to continue the budget planning process.

**Adjournment**

**5. ADJOURNMENT 8:00 p.m.**
(Hernandez)

Melinda Nish, Ed.D.
Governing Board Secretary

Norma L. Hernandez
Governing Board President
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Kathy L. Tyner, M.S.
Vice President for Academic Affairs

INITIATED BY: Christine M. Perri, R.D.H., M.A.
Dean, Higher Education Center at National City and Crown Cove Aquatic Center

SUBJECT: Crown Cove Aquatic Center Equipment Rental Program

RECOMMENDATION

Approve pilot Equipment Rental Program, for renting equipment at Crown Cove Aquatic Center, for the period July 12 through September 30, 2012, as a means of revenue generation for the District; and further, recommend the Superintendent/President be authorized to extend this pilot program as necessary.

OVERVIEW

Crown Cove Aquatic Center (CCAC) proposes to rent kayaks, stand-up paddle boards and sailboats, at market rate, to members of the general public. In addition to revenue generation via equipment rental, this program will increase awareness of CCAC throughout San Diego County. Based upon the outcome of this pilot program, the rental of equipment by the CCAC will be incorporated into the Civic Center & Facilities Use Policy and Procedures (#6700), both of which will be presented to the Governing Board following completion of the participatory governance process. For the duration of the pilot project, all revenues generated are retained by CCAC.

FISCAL/ACCOUNT

Income to the District is unknown during this pilot period.

CMP/k
<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Rental Period</th>
<th>1 hour</th>
<th>2.5 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kayak, single</td>
<td>1 hour</td>
<td>$12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5 hours</td>
<td>$20</td>
<td></td>
</tr>
<tr>
<td>Kayak, tandem or triple</td>
<td>1 hour</td>
<td>$20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5 hours</td>
<td>$25</td>
<td></td>
</tr>
<tr>
<td>Sailboat, Hobie 12'</td>
<td>1 hour</td>
<td>$25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5 hours</td>
<td>$35</td>
<td></td>
</tr>
<tr>
<td>Stand-Up Paddle Board</td>
<td>1 hour</td>
<td>$12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5 hours</td>
<td>$25</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>CCAC Hourly</td>
<td>CCAC 2.5 Hours</td>
<td>MBAC 2.5 Hours</td>
</tr>
<tr>
<td>----------------</td>
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<td>----------------</td>
<td>---------------</td>
</tr>
<tr>
<td>SUP</td>
<td>$12.00</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>KAYAKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$12.00</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Tandem</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Triple</td>
<td>$20.00</td>
<td>$25.00</td>
<td>NA</td>
</tr>
<tr>
<td>SAILBOAT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hobie 12'</td>
<td>$25.00</td>
<td>$35.00</td>
<td>$30.00</td>
</tr>
<tr>
<td></td>
<td>(1/2 Day)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SWC</td>
<td>SWC</td>
<td>MBAC</td>
</tr>
</tbody>
</table>

*SWC/CCAC Fees Subject to Change based upon customer utilization rates and feedback*
Southwestern College ~ Crown Cove Aquatic Center
Equipment Rental Program
Release & Waiver

PLEASE PRINT

PARTICIPANT NAME: __________________________ DATE OF BIRTH (mm/dd/yyyy) ____________
MAILING ADDRESS: __________________________ CITY: __________ ST: __________ ZIP: _______
DAY PHONE: __________________________ CELL PHONE: __________________________
EMAIL: __________________________ DATE OF RENTAL: __________________________
PARENT/LEGAL GUARDIAN NAME: __________________________ (If Participant under 18 years of age)

Notify in Case of Emergency (relative preferable):
NAME: __________________________ RELATION: __________ PHONE: __________________________

PROGRAM DESCRIPTION & REQUIREMENTS
(Read & Initial Boxes)

I understand the inherent risks of participation include, but are not limited to: injuries, accidents and conditions associated with collision, immersion, submersion, environmental hazards, exposure, marine life hazards, physical fatigue, mental and physical stress, acts of God or people, and encompass all aspects of the activity including transporting equipment to and from instructional area, cleaning and storage of equipment, equipment failures, all instruction and practice associated with the program activity and the facilities attendant thereto.

I confirm that I am physically and mentally prepared to take part in aquatic sports activities on open flat and moving water and that such participation may require an assumption of risk as to the degree of danger and the ability to make independent decisions that could result in serious injury or death. Moreover, I understand that should behavior on my part present a danger to self or others or a distraction to the instruction or directions being given, I may be removed from the program.

By initialing this box, I certify I am able to swim 100 yds and tread water for 5 minutes, or in the case of accessible events able to turn face-up from a face-down position unassisted and float comfortably in the water wearing a life jacket to participate in the water sports and related activities of this event.

In accordance with Title 5, California Code of Regulations Section 55220, and in consideration of my participation in the program listed below, I, the undersigned, understand and agree to accept the risk associated with my participation in said program. I state that I am physically and mentally prepared to participate in all aspects of the program. I hereby assume all risk and responsibility for personal injury and property damage against Southwestern College, its officers, agents, employees and volunteers; California Department of Parks and Recreation; and California Department of Boating and Waterways, the instructional and management staff, officers and directors thereof for presently known or unknown claims for damage to property or for personal injury whether caused by equipment, acts of omission or other, including the college, State Parks, their personnel, independent contractors or private companies associated with any aspect of the program. I agree to hold harmless SOUTHWESTERN COMMUNITY COLLEGE, its officers, agents, employees and volunteers; California State Parks; and the California Department of Boating and Waterways.

SIGN HERE X: __________________________
________________________ Date
Signature of Participant
or Legal Guardian if participant under 18 years of age

CCAC EMPLOYEE ISSUING EQUIPMENT (Signature) __________________________ Printed Name __________________________ Date ____________

TIME OUT: _____ AM/PM EXPECTED TIME OF RETURN: _____ AM/PM ACTUAL TIME OF RETURN: _____ AM/PM

FEE: _______________ PAID VIA □ CASH □ CHECK (payable to CCAC) □ CREDIT CARD (Visa/MC/American Express)
Southwestern Community College District
Crown Cove Aquatic Center
5000 Highway 75
Coronado, California 92118
(619) 575 – 6176

Health History & Medical Authorization

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Initial</th>
<th>Birth Date</th>
<th>Age</th>
<th>(M)(F)</th>
<th>Sex</th>
</tr>
</thead>
</table>

Street Address | City | State | Zip |

Name of Parent or Guardian | Home Phone | Work Phone | Cell Phone |

Name of Other Emergency Contact | Emergency Phone | E-mail |

Medical Authorization

I do hereby authorize any Southwestern Community College District or California Department of Parks & Recreation representative or board certified physician or surgeon as agent for the undersigned, to consent with respect to any x-ray, anesthetic, dental or surgical diagnosis of treatment or hospital care deemed advisable by, and rendered under the general or special supervision of any board certified physician or surgeon, be it in or out of an office or hospital. I understand that Southwestern Community College District, its officers, employees, agents and volunteers, California Department of Parks & Recreation, California Department of Boating & Waterways are not responsible for any cost incurred on my or my assigns behalf for medical care as a participant in any part of the program, whether as a volunteer aid or instructor, or as a spectator or participant.

Moreover, to my knowledge there are no existing conditions that would preclude participation by the above named in any aquatic sports activity.

Participant’s Signature | Printed Name | Date |

Parent / Guardian Signature | Printed Name | Date |

Health History
(Circle if Applicable)

- Asthma
- Seizures
- Heart Problems
- Congenital Defects
- Diabetes
- ADD/ADHD
- Recent Hospitalization
- *Now Under Doctors Care
- Tuberculosis
- Chicken Pox
- German Measles
- Other Measles
- Allergies:
- Hay Fever
- Food Products
- Bee Sting
- Animals
- Drugs

* Requires a doctor’s written authorization to participate

Please provide additional information on circled items

Participants Signature | Date | Parent / Guardian Signature | Date |
Curriculum Committee
July 11, 2012  Curriculum Summary Report
March 1, 2012 through April 26, 2012
(Curriculum Changes)

Southwestern College
900 Otay Lakes Road
Chula Vista, CA 91910

Compiled by the Office of Instructional Support Services/Academic Affairs in conjunction with the Academic Senate
Index

1. CURRICULUM SUMMARY REPORT
2. NEW COURSES
3. COURSE MODIFICATIONS
4. PROGRAM MODIFICATIONS
<table>
<thead>
<tr>
<th>CURRICULUM ACTION</th>
<th>COUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW COURSES</td>
<td>8</td>
</tr>
<tr>
<td>COURSE MODIFICATIONS</td>
<td>28</td>
</tr>
<tr>
<td>PROGRAM MODIFICATIONS</td>
<td>17</td>
</tr>
<tr>
<td>TOTAL</td>
<td>53</td>
</tr>
<tr>
<td>COURSE</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>CS 229</td>
<td><strong>PARENT AND CHILD PAINTING</strong></td>
</tr>
<tr>
<td></td>
<td>This is a fun and easy course designed for children and their parents to discover the “artist within.” The course will teach the basics of contour drawing, color mixing, and composition. At the end of the class, each participant will take home a finished painting on canvas board! You need not be an artist to enjoy this experience and it will be a fun family event!</td>
</tr>
<tr>
<td></td>
<td><strong>UNITS:</strong> ( )</td>
</tr>
<tr>
<td></td>
<td><strong>NC HOURS:</strong> ( 2.00 )</td>
</tr>
<tr>
<td>CS 230</td>
<td><strong>CREATE A VISION BOARD!</strong></td>
</tr>
<tr>
<td></td>
<td>Through art materials and collage, you will create the life of your dreams! You will also access your subconscious desires through picking a new life through magazine pictures and building a vision board. The vision board gives you a window into what you truly desire as you create an artistic piece which also facilitates your possible future reality!</td>
</tr>
<tr>
<td></td>
<td><strong>UNITS:</strong> ( )</td>
</tr>
<tr>
<td></td>
<td><strong>NC HOURS:</strong> ( 2.00 )</td>
</tr>
</tbody>
</table>

Section 2 Page 1
<table>
<thead>
<tr>
<th>COURSE</th>
<th>DESCRIPTION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CS 231</td>
<td>this is a course for artists and non-artists alike! Have you ever thought</td>
<td>Articulation</td>
<td>EFFECTIVE DATE</td>
</tr>
<tr>
<td>PAINT A CANVAS IN ONE</td>
<td>about learning to draw and paint a simple canvas in one day? Using a</td>
<td>Curriculum Expansion</td>
<td>FALL 2012</td>
</tr>
<tr>
<td>DAY</td>
<td>simple contour drawing and transfer materials, each person will take home</td>
<td>Community Interest</td>
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<td></td>
<td>a painting on canvas board! At the end of the class, you will</td>
<td>Pilot/Experimental</td>
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<tr>
<td></td>
<td>have created a new painting for your home, friends or as a gift!</td>
<td>Advisory Committee</td>
<td></td>
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<td></td>
<td></td>
<td>Labor Market/Employer Demand</td>
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<td>Curriculum Development Project</td>
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<td>Program Review Recommendation</td>
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<td>High Student Interest</td>
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<tr>
<td>ESL 10A1</td>
<td>Emphasize listening comprehension and spoken expression and requires</td>
<td>Articulation</td>
<td>EFFECTIVE DATE</td>
</tr>
<tr>
<td>ESL ORAL COMMUNICATION</td>
<td>demonstration at a beginning-high level according to the California</td>
<td>Curriculum Expansion</td>
<td>FALL 2013</td>
</tr>
<tr>
<td>I</td>
<td>Pathways standards of listening and speaking language competency in</td>
<td>Community Interest</td>
<td></td>
</tr>
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<td></td>
<td>social interactions and service encounters around the community where</td>
<td>Pilot/Experimental</td>
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<tr>
<td></td>
<td>students work, live, and study. (Formerly ESL 295A1.) [ND]</td>
<td>Advisory Committee</td>
<td></td>
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<td></td>
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<td>Labor Market/Employer Demand</td>
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<td></td>
<td></td>
<td>High Student Interest</td>
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<tr>
<td></td>
<td>The ESL program offered at Southwestern College focuses on academic</td>
<td></td>
<td>GOVERNING BOARD</td>
</tr>
<tr>
<td></td>
<td>literacy, which prepares students for college. There is a</td>
<td></td>
<td>APPROVAL</td>
</tr>
<tr>
<td></td>
<td>large community of students that are not yet functionally literate and,</td>
<td></td>
<td>7/11/2012</td>
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<td></td>
<td>therefore, need to learn how to function in the classroom as well as</td>
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<td></td>
<td>the community where they live, work, and study.</td>
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</tr>
<tr>
<td>COURSE</td>
<td>DESCRIPTION</td>
<td>RATIONALE</td>
<td>APPROVAL DATES</td>
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<tr>
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<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
</tbody>
</table>
| ESL 19A2     | Emphasizes writing and reading and requires demonstration of a beginning-high level according to the California Pathways standards of writing language competency in the genres needed for successful social interactions and service encounters around the community where students work, live, and study. (Formerly ESL 295A2.) [ND] | Articulation  
Curriculum Expansion  
Community Interest  
Pilot/Experimental  
Advisory Committee  
Labor Market/Employer Demand  
Curriculum Development Project  
Program Review Recommendation  
High Student Interest  
The current ESL program offered aims to prepare students for mainstream college classes. There is a large number of students who need to learn English so they can function in the classroom as well as in the community where they live, work and study. | EFFECTIVE DATE  
FALL 2013  
GOVERNING BOARD APPROVAL  
3/15/2012  
7/11/2012 |
| ESL 19B1     | Emphasizes listening comprehension and spoken expression and requires demonstration of an intermediate-low level (see California Pathways standards) of listening and speaking language competency in social interactions and service encounters around the community where students work, live, and study. [ND] | Articulation  
Curriculum Expansion  
Community Interest  
Pilot/Experimental  
Advisory Committee  
Labor Market/Employer Demand  
Curriculum Development Project  
Program Review Recommendation  
High Student Interest  
The ESL program offered at Southwestern College focuses on academic literacy, that is, preparing students for college. However, there is a large community of learners that are not yet functionally literate and, therefore, need to learn how to function in the community where they live, work, and study. That's what this class prepares them for. The focus is on functional rather than academic literacy. | EFFECTIVE DATE  
FALL 2013  
GOVERNING BOARD APPROVAL  
3/15/2012  
7/11/2012 |
<table>
<thead>
<tr>
<th>COURSE</th>
<th>DESCRIPTION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESL 19B2</td>
<td>Emphasizes writing and reading and requires demonstration of an intermediate-low level according to the California Pathways standards of writing language competency in the genres needed for successful social interactions and service encounters around the community where students work, live, and study. (Formerly ESL 295B2.) (ND)</td>
<td>Articulation, Curriculum Expansion, Community Interest, Pilot/Experimental, Advisory Committee, Labor Market/Employee Demand, Curriculum Development Project, Program Review Recommendation, High Student Interest</td>
<td>EFFECTIVE DATE: FALL 2013</td>
</tr>
<tr>
<td>ESL WRITTEN COMMUNICATION II</td>
<td></td>
<td>The current ESL program offered aims to prepare students for mainstream college classes. Students need to learn English so they can function in the community where they live, work and study. This program, therefore, focuses on functional literacy rather than academic literacy.</td>
<td>CC APPROVAL/ EMERGENCY/OTHER: 3/15/2012</td>
</tr>
<tr>
<td>NC 101</td>
<td>Prepares individuals to recognize disease causing agents and protect themselves using a combination of personal hygiene, personal protective equipment, engineering and work practice controls and training. (ND)</td>
<td>Articulation, Curriculum Expansion, Community Interest, Pilot/Experimental, Advisory Committee, Labor Market/Employee Demand, Curriculum Development Project, Program Review Recommendation, High Student Interest</td>
<td>EFFECTIVE DATE: FALL 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To comply with the Occupational Safety and Health Administration (OSHA) standard required for employers with workers potentially exposed to infectious materials.</td>
<td>CC APPROVAL/ EMERGENCY/OTHER: 4/26/2012</td>
</tr>
</tbody>
</table>

CSU Transferable to CSU
UC Transferable to UC
D Degree Applicable
ND Non-degree Applicable
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### COURSE MODIFICATIONS

<table>
<thead>
<tr>
<th>COURSE/TITLE</th>
<th>MODIFICATION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT 12 MICROCOMPUTER ACCOUNTING</td>
<td>FROM PREREQUISITE: ACCT 7 or ACCT 101 or equivalent</td>
<td>There should not be any prerequisites for this course so I am modifying it to bring the course to the appropriate standards. In turn, this will increase enrollment as the course was restricting student enrollment.</td>
<td>EFFECTIVE DATE FALL 2013</td>
</tr>
<tr>
<td></td>
<td>FROM RECOMMENDED PREPARATION: RDG 158 or the equivalent skill level as determined by the Southwestern College Reading Assessment or equivalent</td>
<td></td>
<td>CC APPROVAL/ EMERGENCY/OTHER 4/26/2012</td>
</tr>
<tr>
<td></td>
<td>TO RECOMMENDED PREPARATION: RDG 158 or the equivalent skill level as determined by the Southwestern College Reading Assessment or equivalent; ACCT 7 or ACCT 101 or equivalent</td>
<td></td>
<td>GOVERNING BOARD APPROVAL 7/11/2012</td>
</tr>
<tr>
<td>AJ 222 DIGITAL FORENSIC PHOTOGRAPHY</td>
<td>There should not be any prerequisites for this course so I am modifying it to bring the course to the appropriate standards. In turn, this will increase enrollment as the course was restricting student enrollment.</td>
<td>This course was approved with a modification to the units as AJ 221. A technical change was required to change the number due to the Chancellor's Office new procedures/process.</td>
<td>EFFECTIVE DATE FALL 2012</td>
</tr>
<tr>
<td></td>
<td>TO RECOMMENDED PREPARATION: RDG 158 or the equivalent skill level as determined by the Southwestern College Reading Assessment or equivalent; ACCT 7 or ACCT 101 or equivalent</td>
<td></td>
<td>CC APPROVAL/ EMERGENCY/OTHER 4/26/2012</td>
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<td>GOVERNING BOARD APPROVAL 7/11/2012</td>
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- Articulation CSU/UC
- Core content
- Course Objectives
- Distance Learning
- Instructional Methodology
- Method of Evaluation
- Textbook
- Example of Assignments

CSU Transferable to CSU
UC Transferable to UC
D Degree Applicable
ND Non-degree Applicable
## COURSE MODIFICATIONS

<table>
<thead>
<tr>
<th>COURSE/TITLE</th>
<th>MODIFICATION</th>
<th>RATIONAL</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUS 200A</strong></td>
<td>FROM COURSE DESCRIPTION: Designed to prepare students for entry-level positions in today's modern electronic office, as well as to prepare students for the introductory level of Microsoft Office Specialist certification. [D; CSU] TO COURSE DESCRIPTION: Introduces students to entry-level positions in today's modern electronic office, as well as prepare students for the introductory level of Microsoft Office Specialist certification. [D; CSU]</td>
<td>Changed course objectives in keeping with the requirements for Microsoft certification and changed textbook to match the latest version of MS Word.</td>
<td>EFFECTIVE DATE FALL 2013</td>
</tr>
<tr>
<td><strong>MICROSOFT WORD: BEGINNING</strong></td>
<td></td>
<td></td>
<td>3/15/2012</td>
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<td></td>
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<td>GOVERNING BOARD APPROVAL 7/11/2012</td>
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</table>

- Articulation CSU/UC ✔ Core content ✔ Course Objectives ✔ Distance Learning ✔ Instructional Methodology ✔ Method of Evaluation ✔ Textbook ✔ Example of Assignments

| **BUS 200B**         | FROM COURSE DESCRIPTION: Designed to prepare students for advanced applications required in today's modern electronic office. Includes worksheets, tables, mail merge, macros, and work group collaboration. Prepares students for the Microsoft Office Specialist Expert certification examination. [D; CSU] TO COURSE DESCRIPTION: Prepares students to become expert users of advanced applications required in today's modern electronic office including: enhance professional documents, configure Word options, tables, mail merge, macros, and work group collaboration. Prepares students for the Microsoft Word Specialist Expert certification examination. [D; CSU] | Changed course objectives in keeping with the requirements for Microsoft certification and changed textbook to match the latest version of MS Word. | EFFECTIVE DATE FALL 2013 |
| **MICROSOFT WORD: ADVANCED** | | | 3/15/2012 |
|                      | | | GOVERNING BOARD APPROVAL 7/11/2012 |

- Articulation CSU/UC ✔ Core content ✔ Course Objectives ✔ Distance Learning ✔ Instructional Methodology ✔ Method of Evaluation ✔ Textbook ✔ Example of Assignments

CSU: Transferable to CSU
UC: Transferable to UC
D: Degree Applicable
ND: Non-degree Applicable
<table>
<thead>
<tr>
<th>COURSE/TITLE</th>
<th>MODIFICATION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CS 198 CAPOEIRA—REVITALIZE YOUR BODY</td>
<td>FROM CLASS FEE: $85.00 TO CLASS FEE: $65.00</td>
<td>Lower class fee to make it more appealing to the community.</td>
<td>EFFECTIVE DATE SUMMER 2012</td>
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<td>CC APPROVAL/ EMERGENCY/OTHER 2/4/2012</td>
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<td>GOVERNING BOARD APPROVAL 7/11/2012</td>
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<tr>
<td>ES/A 101ABCD BODY SCULPT I–IV</td>
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<td>EFFECTIVE DATE</td>
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<td>CC APPROVAL/ EMERGENCY/OTHER</td>
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<td>COURSE/TITLE</td>
<td>MODIFICATION</td>
<td>RATIONALE</td>
<td>APPROVAL DATES</td>
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<tr>
<td>ES/A 138</td>
<td></td>
<td>The course number for ES/A 174 changed to ES/A 138 due to the Chancellor's Office recent change in policy that &quot;any course modification that has a change in total units must receive a new course number&quot;.</td>
<td>EFFECTIVE DATE</td>
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<td>BASEBALL</td>
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<tr>
<td>ES/A 139</td>
<td></td>
<td>The course number for ES/A 175 changed to ES/A 139 due to the Chancellor's Office recent change in policy that &quot;any course modification that has a change in total units must receive a new course number&quot;. In result, the course numbers for the courses within this series (formally ES/A 175, 176, 177) will also need new course numbers in order to keep the sequential courses in sequence with the rest of the course numbering.</td>
<td>EFFECTIVE DATE</td>
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<td>INTERMEDIATE</td>
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<td>FALL 2012</td>
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<tr>
<td>BASEBALL</td>
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<tr>
<td>ES/A 140</td>
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<td>The course number for ES/A 176 changed to ES/A 140 due to the Chancellor's Office recent change in policy that &quot;any course modification that has a change in total units must receive a new course number&quot;. In result, the course numbers for the courses within this series (formally ES/A 175, 176, 177) will also need new course numbers in order to keep the sequential courses in sequence with the rest of the course numbering.</td>
<td>EFFECTIVE DATE: FALL 2012</td>
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<td>CC APPROVAL/ EMERGENCY/OTHER: 4/28/2012</td>
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<tr>
<td>ES/A 141</td>
<td></td>
<td>The course number for ES/A 177 changed to ES/A 141 due to the Chancellor's Office recent change in policy that &quot;any course modification that has a change in total units must receive a new course number&quot;. In result, the course numbers for the courses within this series (formally ES/A 175, 176, 177) will also need new course numbers in order to keep the sequential courses in sequence with the rest of the course numbering.</td>
<td>EFFECTIVE DATE: FALL 2012</td>
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<td></td>
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<td>GOVERNING BOARD APPROVAL: 7/11/2012</td>
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- Articulation CSU/UC
- Core content
- Course Objectives
- Distance Learning
- Instructional Methodology
- Method of Evaluation
- Textbook
- Example of Assignments

Section 3 Page 5

CSU Transferable to CSU
UC Transferable to UC
D Degree Applicable
ND Non-degree Applicable
## COURSE MODIFICATIONS

<table>
<thead>
<tr>
<th>COURSE/TITLE</th>
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<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNT 141</td>
<td>FROM LECTURE HOURS: .5 TO LECTURE HOURS: 1</td>
<td>Updating course to curriculum standards and removing the RCP option since we no longer offer that program.</td>
<td>EFFECTIVE DATE</td>
</tr>
<tr>
<td></td>
<td>FROM COURSE DESCRIPTION: Further development of the creative ability of the student. Each individual will be responsible for designing original arrangements for the following topics: tropicals, theme luncheons, specialty events, hotel lobbies, etc. (ROP option) [D; CSU]</td>
<td></td>
<td>FALL 2013</td>
</tr>
<tr>
<td></td>
<td>TO COURSE DESCRIPTION: Enhances the development of the creative ability of the student. Includes designing original arrangements for the following topics: tropicals, theme luncheons, specialty events, hotel lobbies, etc. [D; CSU]</td>
<td></td>
<td>CC APPROVAL/EMERGENCY/OTHER</td>
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<td></td>
<td>3/15/2012</td>
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<td>GOVERNING BOARD APPROVAL</td>
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<td>FLORAL DESIGN III</td>
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<td>Articulation CSU/UC ✔ Core content ✔ Course Objectives ☐ Distance Learning</td>
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<td></td>
<td>✔ Instructional Methodology ✔ Method of Evaluation ✔ Textbook ✔ Example of Assignments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NC 1005</td>
<td>FROM COURSE DESCRIPTION: Designed to help job seekers and those individuals considering a career change to assess their career interests, basic skills, and transferable skills. Self-paced format utilizing a combination of paper-pencil and online assessment measures with results presented in a way that is useful for job search or career planning purposes. Career counselor will provide the interpretation of the assessment results. [Formerly NC 297P.] [ND]</td>
<td>NC 1005 is being updated as part of the regular program review process. This course modification proposal includes minor changes that focus on formatting and category content not previously in use for noncredit curriculum.</td>
<td>EFFECTIVE DATE</td>
</tr>
<tr>
<td></td>
<td>TO COURSE DESCRIPTION: Assesses career interests, basic skills, and transferable skills for job seekers and individuals considering a career change. Includes a self-paced format utilizing a combination of paper-pencil and online assessment measures. Presents assessment results in a useful format for job search or career planning purposes, with interpretation provided by a career counselor. [ND]</td>
<td></td>
<td>FALL 2013</td>
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<td>CC APPROVAL/EMERGENCY/OTHER</td>
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<td>4/1/1868</td>
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<tr>
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<tr>
<td>SELF-PACED CAREER</td>
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<td>ASSESSMENT</td>
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<td></td>
<td>✔ Instructional Methodology ✔ Method of Evaluation ✔ Textbook ✔ Example of Assignments</td>
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Section 3 Page 6

| CSU | Transferable to CSU            |
| UC  | Transferable to UC             |
| D   | Degree Applicable             |
| ND  | Non-degree Applicable         |
### COURSE MODIFICATIONS

<table>
<thead>
<tr>
<th>COURSE/TITLE</th>
<th>MODIFICATION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
</table>
| **NC 19**  
COLLEGE READINESS      | FROM COURSE DESCRIPTION: Courses will provide students with an overview of campus resources and academic strategies needed to succeed in college, including identification of supportive services, introduction to study skills, financial aid, budgeting, time management, and learning enhancement strategies. [ND]  
TO COURSE DESCRIPTION: Provides students with an overview of campus resources and academic strategies needed to succeed in college, including identification of supportive services, introduction to study skills, financial aid, budgeting, time management, and learning enhancement strategies. [ND] | NC 19 is being updated as part of a regular program review process. This modification proposal includes minor changes that focus on formatting and inclusion of category content previously not in use for noncredit curricula. | EFFECTIVE DATE  
FALL 2013  
CC APPROVAL/Emergency/Other  
4/26/2012  
GOVERNING BOARD APPROVAL  
7/11/2012 |

- Articulation CSU/UC  
- Core content  
- Course Objectives  
- Distance Learning  
- Instructional Methodology  
- Method of Evaluation  
- Textbook  
- Example of Assignments

| **NC 32**  
TAI CHI                  | FROM COURSE DESCRIPTION: Tai Chi (or Taij) is a slow, non-contact exercise class that stresses balance, coordination, and flexibility. It is taught all over the world and is practiced as a health exercise. It is very popular with people of all ages. [ND]  
TO COURSE DESCRIPTION: Introduces the Chinese Tai Ji Quan (Tai Chi) traditional exercise for body and mind. Emphasizes muscle tone, flexibility, relaxation, and stress reduction, especially for older adults. Consists of slow, rhythmic movements and meditation techniques effective for relaxation, decreasing high blood pressure, and promoting overall wellness for all ages. [ND] | The Chancellor's Office new policy requires that the course has more of an emphasis on teaching older adults how to improve emotional health and well being, rather than just focusing on physical exercise. This also includes a change on top code. | EFFECTIVE DATE  
FALL 2013  
CC APPROVAL/Emergency/Other  
4/26/2012  
GOVERNING BOARD APPROVAL  
7/11/2012 |

- Articulation CSU/UC  
- Core content  
- Course Objectives  
- Distance Learning  
- Instructional Methodology  
- Method of Evaluation  
- Textbook  
- Example of Assignments

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Section 3 Page 7

**CSU** Transferable to CSU  
**UC** Transferable to UC  
**D** Degree Applicable  
**ND** Non-degree Applicable
<table>
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<tr>
<th>COURSE/TITLE</th>
<th>MODIFICATION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NC 40 BASIC FIRST AID AND ADULT CPR</td>
<td>FROM T.O.P. CODE: 1201.00 TO COURSE DESCRIPTION: Designed to prepare individuals to recognize and treat injuries and sudden illnesses. Meets the requirements for basic first aid and adult CPR in the workplace. [ND] TO COURSE DESCRIPTION: Prepares individuals to recognize and treat injuries and sudden illnesses. Meets the requirements for basic first aid and adult CPR. [ND]</td>
<td>Updates this course to reflect 2010 guidelines with a new published textbook. The T.O.P. code is also being changed to a more suitable topic area. Instructor requirements have changed to a compatible level of expertise so we are updating this course.</td>
<td>EFFECTIVE DATE FALL 2013 CC APPROVAL/ EMERGENCY/OTHER 4/26/2012 GOVERNING BOARD APPROVAL 7/11/2012</td>
</tr>
<tr>
<td>NC 56 CAREER PLANNING ASSESSMENT</td>
<td>FROM COURSE DESCRIPTION: Assists students in identifying, through use of various assessment instruments and techniques, their interests, values, skills, aptitudes, learning style, personality type and goals, as they relate to careers and the world of work. (Formerly NC 295R.) [ND] TO COURSE DESCRIPTION: Utilizes a variety of assessment instruments and techniques to assess and identify interests, values, skills, aptitudes, learning styles, personality type, and goals as they relate to careers and the world of work. [ND]</td>
<td>NC 56 is being updated as part of the regular program review process. This course modification proposal includes minor changes that focus on formatting and category content not previously in use for noncredit curriculum.</td>
<td>EFFECTIVE DATE FALL 2013 CC APPROVAL/ EMERGENCY/OTHER 4/26/2012 GOVERNING BOARD APPROVAL 7/11/2012</td>
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Articulation CSU/UC Core content Course Objectives Distance Learning Instructional Methodology Method of Evaluation Textbook Example of Assignments

Section 3 Page 8
<table>
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<th>COURSE/TITLE</th>
<th>MODIFICATION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NC 88</td>
<td>FROM COURSE TITLE: Internet Career Research</td>
<td>TO COURSE TITLE: Career Research Using the Internet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FROM COURSE DESCRIPTION: Use of the Internet as an important tool in career planning, career research, and job search. Specific Internet sites, tips on the use of search engines, how to create a folder to keep track of the sites most useful, how to conduct career research, and how to apply for a job online. (Formerly NC 2970.) [ND]</td>
<td>TO COURSE DESCRIPTION: Utilizes the Internet as an important tool in career planning, career research, and job search. Includes specific Internet sites, tips on the use of search engines, creating folders to keep track of useful sites, techniques to conduct career research, and considerations when applying for jobs online are explored. [ND]</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NC 88 is being updated as part of the regular program review process. This course modification proposal includes minor changes that focus on formatting and category content not previously in use for noncredit curriculum.</td>
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<tr>
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<td>☑ Instructional Methodology ☑ Method of Evaluation ☑ Textbook ☑ Example of Assignments</td>
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<td>☒ Articulation CSU/UC ☐ Core content ☐ Course Objectives ☐ Distance Learning</td>
<td>☐ Instructional Methodology ☐ Method of Evaluation ☐ Textbook ☐ Example of Assignments</td>
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<tr>
<td>NC 89</td>
<td>FROM COURSE DESCRIPTION: Assists students in identifying viable skills from their education, work, and life experiences and shows them how those skills relate to their current career objectives. Topics include identifying different types of skills, the traits and skills that lead to employment, how to effectively communicate traits and skills to an employer, and identifying alternative ways of showcasing those skills. (Formerly NC 297H.)</td>
<td>TO COURSE DESCRIPTION: Provides job seekers with information and techniques to identify viable skills from their education, work, and life experiences, and shows them how those skills relate to their current career objectives. Topics include identifying different types of skills, the traits and skills that lead to employment, how to effectively communicate traits and skills to an employer, and identifying alternative ways of showcasing those skills. [ND]</td>
<td></td>
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<tr>
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<td></td>
<td>NC 89 is being updated as part of the regular program review process. This course modification proposal includes minor changes that focus on formatting and category content not previously in use for noncredit curriculum.</td>
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<td>☐ Instructional Methodology ☐ Method of Evaluation ☐ Textbook ☐ Example of Assignments</td>
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Section 3 Page 9
### COURSE MODIFICATIONS

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<tr>
<th>COURSE/TITLE</th>
<th>MODIFICATION</th>
<th>RATIONALE</th>
<th>APPROVAL DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NC 90 RETRAINING READINESS</td>
<td>FROM COURSE DESCRIPTION: Designed to help the adult learner who has been away from school to feel ready to face the demands and expectations of vocational training. Topics include learning styles, time management, managing multiple roles and responsibilities, study and test preparation skills, goal setting, and community resources and services. [ND] (Formerly NC 297K.)&lt;br&gt;TO COURSE DESCRIPTION: Designed to assist the adult learner who has been away from school to prepare for the demands and expectations of vocational training. Topics include learning styles, time management, managing multiple roles and responsibilities, study and test preparation skills, goal setting, and community resources and services. [ND]</td>
<td>NC 90 is being updated as part of the regular program review process. This course modification proposal includes minor changes that focus on formatting and category content not previously in use for noncredit curriculum.</td>
<td>EFFECTIVE DATE&lt;br&gt;FALL 2013&lt;br&gt;CC APPROVAL/ EMERGENCY/OTHER&lt;br&gt;4/26/2012&lt;br&gt;GOVERNING BOARD APPROVAL&lt;br&gt;7/11/2012</td>
</tr>
<tr>
<td>NC 91 COPING WITH JOB AND CAREER CHANGE</td>
<td>FROM COURSE DESCRIPTION: Designed to provide the student with an increased awareness of the change process, the positive and negative factors affecting responses to change, development of effective coping strategies, dealing with personal relationships when everything seems to be changing, and recognizing the opportunities change brings for personal and professional growth. Formerly (NC 297L)[ND]&lt;br&gt;TO COURSE DESCRIPTION: Provides an awareness of the change process, the positive and negative factors affecting responses to change, and the development of effective coping strategies. Explores dealing with personal relationships when everything seems to be changing, and recognizing the opportunities change brings for personal and professional growth.[ND]</td>
<td>NC 91 is being updated as part of the regular program review process. This course modification proposal includes minor changes that focus on formatting and category content not previously in use for noncredit curriculum.</td>
<td>EFFECTIVE DATE&lt;br&gt;FALL 2013&lt;br&gt;CC APPROVAL/ EMERGENCY/OTHER&lt;br&gt;4/26/2012&lt;br&gt;GOVERNING BOARD APPROVAL&lt;br&gt;7/11/2012</td>
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- Articulation CSU/UC<br>- Core content<br>- Course Objectives<br>- Distance Learning<br>- Instructional Methodology<br>- Method of Evaluation<br>- Textbook<br>- Example of Assignments
### COURSE MODIFICATIONS

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<th>APPROVAL DATES</th>
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</thead>
<tbody>
<tr>
<td>NC 92</td>
<td>FROM COURSE DESCRIPTION: Designed to help graduates of foreign colleges and/or universities to explore their options for using their degrees in the U.S. Includes the U.S. educational system, how and when transcripts and/or diplomas need to be evaluated, state licensing and credentialing considerations, English language proficiency, professional networking, graduate study options, job search and career planning services. (ND)(Formerly 285N.) TO COURSE DESCRIPTION: Provides graduates of foreign colleges and/or universities with essential information for exploring their options for using their degrees in the United States. Includes the U.S. educational system, processes for transcripts and/or diplomas, state licensing and credentialing considerations, English language proficiency, professional networking, graduate study options, job search and career planning services. [ND]</td>
<td>NC 92 is being updated as part of the regular program review process. This course modification proposal includes minor changes that focus on formatting and category content not previously in use for noncredit curriculum.</td>
<td>EFFECTIVE DATE: FALL 2013 CC APPROVAL/EMERGENCY/OTHER: 4/26/2012 GOVERNING BOARD APPROVAL: 7/11/2012</td>
</tr>
<tr>
<td>NC 99</td>
<td>FROM T.O.P. CODE: 0835.10 TO T.O.P. CODE: 0837.00 FROM COURSE DESCRIPTION: This training is specifically designed for older adults. Students can stand or sit while exercising. Strength training exercises will enhance and promote strength and balance skills, trunk, abdominal, and back strength, mobility and agility skills, and awareness of proper body alignment and mechanics. (Formerly NC 298H.) ND] TO COURSE DESCRIPTION: Provides a class designed to help older adults remain healthy, safe and independent. Emphasizes the physiological aspects of aging, disease prevention techniques, and how exercise and nutrition play important roles in enhancing physical and emotional health, reducing stress and reducing the risk for falls and injuries. [ND]</td>
<td>The Chancellor's Office new policy requires that the course has more of an emphasis on teaching older adults how to improve emotional health and well being, rather than just focusing on physical exercise. This also includes a change on top code.</td>
<td>EFFECTIVE DATE: FALL 2013 CC APPROVAL/EMERGENCY/OTHER: 4/26/2012 GOVERNING BOARD APPROVAL: 7/11/2012</td>
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</table>

Articulation CSU/UC: [ ] Core content: [ ] Course Objectives: [ ] Distance Learning: [ ] Instructional Methodology: [ ] Method of Evaluation: [ ] Textbook: [ ] Example of Assignments: [ ]

Section 3 Page 11
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<th>COURSE/TITLE</th>
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<tr>
<td>ORN 209</td>
<td>FROM COREQUISITE: None TO COREQUISITE: ORN 211L</td>
<td>Adding ORN 211L as a corequisite to ORN 209.</td>
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<td>ORN 211L</td>
<td>FROM COREQUISITE: ORN 200 TO COREQUISITE: ORN 209</td>
<td>ORN 209 will be replacing ORN 200 as a corequisite to ORN 211L due to the inactivation of ORN 200.</td>
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<tr>
<td>PD 22 ADAPTED COMPUTER SUPPORT LABORATORY II</td>
<td>FROM LABORATORY HOURS: 4 TO LABORATORY HOURS: 6</td>
<td>This course was reviewed to make it current with student needs in our DSS program. Changes made reflect the needs of DSS students in learning to use adapted technology in their college coursework. It was also updated as a part of Program Review. There is no required textbook.</td>
<td>EFFECTIVE DATE: FALL 2013</td>
</tr>
<tr>
<td></td>
<td>FROM COURSE DESCRIPTION: Provides students with specialized programs designed to improve basic skills in reading, spelling, grammar, vocabulary, speech, computers, and study skills. Students will work in the computer lab following their individual educational contract, laboratory time arranged with the instructor. (ND)</td>
<td></td>
<td>CC APPROVAL/EMERGENCY/OTHER: 4/26/2012</td>
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<td>TO COURSE DESCRIPTION: Provides students with disabilities access to assistive technology to individually increase skills in specialized programs designed to improve basic skills, computer skills, and study skills. Students will work in the computer lab following their individual educational contract, laboratory time arranged with the instructor. (ND)</td>
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<td>□ Instructional Methodology  ✓ Method of Evaluation  □ Textbook  ✓ Example of Assignments</td>
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<tr>
<td>PD 23 ADAPTED COMPUTER SUPPORT LABORATORY III</td>
<td>FROM LABORATORY HOURS: 6 TO LABORATORY HOURS: 9</td>
<td>This course was reviewed with appropriate components updated to meet the current needs of DSS students. All changes made to course components reflect needed updates. This modification complies with program review. There is no required textbook for this course.</td>
<td>EFFECTIVE DATE: FALL 2013</td>
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<td>FROM COURSE DESCRIPTION: Provides students with specialized programs designed to improve basic skills in reading, spelling, grammar, vocabulary, speech, computers, and study skills. Students will work in the computer lab following their individual educational contract, laboratory time arranged with the instructor. (ND)</td>
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<td>TO COURSE DESCRIPTION: Provides students with disabilities advanced skills in using specialized hardware and software designed to learn or improve skills in adaptive technologies, cognitive retraining software, educational technologies, computers, and study skills. Students will work in the computer lab following their individual educational contract, laboratory time arranged with the instructor. (ND)</td>
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<td>✓ Instructional Methodology  ✓ Method of Evaluation  □ Textbook  ✓ Example of Assignments</td>
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CSU: Transferable to CSU
UC: Transferable to UC
D: Degree Applicable
ND: Non-Degree Applicable
### COURSE MODIFICATIONS

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<td><strong>PS 102</strong> INTRODUCTION TO AMERICAN GOVERNMENT AND POLITICS</td>
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<td>Program review.</td>
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<td><strong>T&amp;T 45</strong> TOUR AND TOUR GUIDING</td>
<td>FROM COURSE TITLE: Tour and Tour Guiding TO COURSE TITLE: Group Tours and Tour Guiding</td>
<td>This course should be expanded to include identifying, organizing, managing and marketing group tours as there is much demand for these skills and will render our students more marketable in today's travel industry.</td>
<td>EFFECTIVE DATE FALL 2013</td>
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<td>FROM RECOMMENDED CONCURRENT ENROLLMENT: None TO RECOMMENDED CONCURRENT ENROLLMENT: T&amp;T 138 or HTM 150</td>
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<td>FROM RECOMMENDED PREPARATION: None TO RECOMMENDED PREPARATION: BUS 210 or the equivalent skill level as determined by the Southwestern College English Assessment or equivalent</td>
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<td></td>
<td>FROM COURSE DESCRIPTION: Study of tour development and guiding with emphasis on local attractions, visitors and convention services, meeting services, and the hospitality industry. Additional focus on communication skills, personal appearance, and ability to work with the public. [ND] TO COURSE DESCRIPTION: Introduce the study of tour guiding with an emphasis on the importance of destination knowledge and leadership skills. Explores the development of the tour from targeting the potential group to creating the contract. [D]</td>
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<td>ASTRONOMY (A.S.)</td>
<td>Correction to add PHYS 273 and 275 lab courses when PHYS 272 and 274 were modified to removed the lab portion.</td>
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Section 4 Page 1

CSU: Transferable to CSU
UC: Transferable to UC
D: Degree Applicable
ND: Non-degree Applicable
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<td>CRIME SCENE INVESTIGATOR (A.A.)</td>
<td>A technical change is required due to the AJ 221 changing to AJ 222. Also AJ 288 was removed as an elective due to a six-semester deletion.</td>
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<tr>
<td>EMERGENCY MEDICAL TECHNOLOGY AND PARAMEDIC</td>
<td>A technical change is required due to the EMT 112 and 112L changing units. We have directed by the Chancellor's Office to change the number if a course changes units.</td>
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<td>EMERGENCY MEDICAL TECHNOLOGY AND PARAMEDIC (CT)</td>
<td>A technical change is required due to the EMT 112 and 112L changing units. We have been directed by the Chancellor's Office to change the number if a course changes units.</td>
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<td>GEOLOGY (A.S.)</td>
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Section 4 Page 4
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<tr>
<td><strong>LIBERAL ARTS: EMPHASIS IN MATH AND SCIENCE (A.S.)</strong></td>
<td>Correction to add PHYS 273 and 275 lab courses when PHYS 272 and 274 were modified to removed the lab portion.</td>
<td><strong>CATALOG YEAR</strong> 2012-2013 <strong>CC APPROVAL/EMERGENCY/OTHER</strong> 3/15/2012 <strong>GOVERNING BOARD APPROVAL</strong></td>
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<tr>
<td><strong>PHARMACEUTICAL AND LABORATORY SCIENCE (A.S.)</strong></td>
<td>Correction to add PHYS 273 and 275 lab courses when PHYS 272 and 274 were modified to removed the lab portion.</td>
<td><strong>CATALOG YEAR</strong> 2012-2013 <strong>CC APPROVAL/EMERGENCY/OTHER</strong> 3/15/2012 <strong>GOVERNING BOARD APPROVAL</strong></td>
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<td>PHARMACEUTICAL AND LABORATORY SCIENCE (CT)</td>
<td>Correction to add PHYS 273 and 275 lab courses when PHYS 272 and 274 were modified to removed the lab portion.</td>
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<td>PHYSICAL SCIENCE (A.S.)</td>
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Section 4 Page 6
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<tr>
<td>PHYSICS (A.S.)</td>
<td>PHYS 272 and 274 (which contains lab hours) was split into PHYS 273 and PHYS 275 to give students the choice of taking the lecture-based and the lab-based courses separately.</td>
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<td>SALESPEPERSON LICENSE (Certificate of Achievement)</td>
<td>The licensing requirements have changed and students will need three courses prior to applying for the state licensing exam.</td>
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<tr>
<td>TELEMEDIA TECHNOLOGY (CT)</td>
<td>Due to the inactivation of ENGL 105 we are replacing it with ENGL 114.</td>
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<tr>
<td>TRAVEL AND TOURISM—ADVANCED (CT)</td>
<td>This certificate program will allow students more incentive to enroll with the motivation of getting into the workforce quickly. It will also allow students a career ladder approach to their education. After they have worked in the field for a time, they will be able to return to complete an A.S. degree if they desire. Some basic business class requirements have been modified to better prepare the students for current employment opportunities.</td>
<td>CATALOG YEAR 2013-2014</td>
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<tr>
<td>TRAVEL AND TOURISM—BASIC (CT)</td>
<td>This certificate introduces students to the field of Travel and Tourism and prepares them for entry-level employment in Travel and Tourism. Some basic business class requirements have been modified to better prepare the students for current employment opportunities.</td>
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| | | GOVERNING BOARD APPROVAL |
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Section 4 Page 9
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### SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
### PAYMENT OF BILLS

**PERIOD:** May 1-31, 2012

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## SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
### PAYMENT OF BILLS

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<th>SUB-TOTAL AMOUNT</th>
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**TOTAL DISBURSEMENT BY WARRANT/CHECK FOR THE PERIOD:** $7,855,098.19
RESOLUTION NO. 1776

RESOLUTION COMMENDING
WANDA MAXWELL
FOR HER SERVICE TO THE
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

WHEREAS, Wanda Maxwell has dedicatedly served the Southwestern Community College District for 20 years; and

WHEREAS, Wanda Maxwell has served as Intake & Eligibility Assistant, Financial Aid Technician, and Transfer Center Specialist; and

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

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

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District, Chula Vista, California, this 11th day of July, 2012.

______________________________________________

______________________________________________

______________________________________________

______________________________________________

Members of the Governing Board

______________________________________________

Superintendent/President
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Albert J. Román, D.P.A.
Vice President for Human Resources

INITIATED BY: Robert A. Unger, Esq.
Interim Director of Human Resources

SUBJECT: Employment of Alba Garcia, Ph.D.

July 11, 2012

I recommend the employment of Alba Garcia, Ph.D. as Assistant Professor of Mathematics, effective August 17, 2012. This is a 10-month, tenure-track position.

Dr. Garcia has earned the following degrees:
- Doctor of Philosophy in Medical Engineering, Massachusetts Institute of Technology in 1996
- Master of Science in Mechanical Engineering, Massachusetts Institute of Technology in 1991
- Bachelor of Science in Engineering (Mechanical Engineering), University of California, San Diego in 1987

Dr. Garcia has held the following position:
- 2002 – Present, Part-time Mathematics Instructor, Southwestern College

MN:AR
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
               Superintendent/President

SUBMITTED BY: Albert J. Román, D.P.A.
               Vice President for Human Resources

INITIATED BY: Robert A. Unger, Esq.
               Interim Director of Human Resources

SUBJECT: Employment of Coryna Holcombe

I recommend the employment of Coryna Holcombe as Assistant Professor of Mathematics, effective August 17, 2012. This is a 10-month, tenure-track position.

Ms. Holcombe has earned the following degrees:
- Master of Science in Statistics (Biostatistics), San Diego State University in 2008
- Bachelor of Arts in Mathematics and Psychology, University of San Diego in 2006

Ms. Holcombe has held the following positions:
- 2009 – Present, Part-time Mathematics Instructor, Southwestern College
- 2009 – 2010, Part-time Mathematics Instructor, Grossmont College
- 2010 – Present, Part-time Mathematics Instructor, Miramar College
- 2006 – 2008, Graduate Mathematics Teaching Associate, San Diego State University

MN:AR
1. Academic Assignments/Stipends

1a. Non-Contractual (Project/Grant/Fee Funded)
Notification of following project/grant/fee funded academic ancillary assignments; funding previously approved by the Governing Board:

### 2011-12

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>PROJECT</th>
<th>DURATION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finn, Scott</td>
<td>CTE Online Resources Development</td>
<td>Perkins</td>
<td>06/01/12-06/30/12</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

### 2012-13

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>PROJECT</th>
<th>DURATION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finn, Scott</td>
<td>CTE Online Resources Development &amp;</td>
<td>Perkins</td>
<td>07/01/12-06/30/13</td>
<td>$15,000.00</td>
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<tr>
<td></td>
<td>Implementation</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Finn, Scott</td>
<td>CTE Transitions Project Director</td>
<td>Perkins</td>
<td>07/01/12-06/30/13</td>
<td>$16,000.00</td>
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<tr>
<td>Sands, Sandra</td>
<td>CTE Transitions Articulation Specialist</td>
<td>Perkins</td>
<td>07/01/12-06/30/13</td>
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<td>Rodriguez, Lisa</td>
<td>CTE Transitions Prog Outreach Counselor</td>
<td>Perkins</td>
<td>07/01/12-06/30/13</td>
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<tr>
<td>Kohler, Denise</td>
<td>Student Success &amp; Remediation Projects</td>
<td>Enrollment Grant</td>
<td>08/20/12-12/20/12</td>
<td>$6,582.00</td>
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1b. Non-Contractual (District Funded)
Request ratification of the following academic ancillary assignments(s):

### 2011-12

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DEPT</th>
<th>DURATION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof, Kevin</td>
<td>Physical Fitness Obstacle Course</td>
<td>FS</td>
<td>06/01/12-06/30/12</td>
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<td>Development</td>
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<tr>
<td>Ungar, Ronald</td>
<td>Physical Fitness Obstacle Course</td>
<td>FS</td>
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<tr>
<td></td>
<td>Development</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

2. Academic Assignments/Reassigned Time

2a. Non-Contractual Reassigned Time (Project/Grant Funded)
Notification of following project/grant funded reassigned time; funding previously approved by the Governing Board:

### 2011-12

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>PROJECT</th>
<th>FTE</th>
<th>DURATION</th>
<th>*COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maddox, Noreen</td>
<td>Puente English Instructor</td>
<td>PUENTE</td>
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<td>08/20/12-12/21/12</td>
<td>$7,045.92</td>
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</tbody>
</table>
2b. Non-Contractual Reassigned Time (District Funded)
Request approval of reassigned time for the following academic employee(s):

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DEPT</th>
<th>FTE</th>
<th>DURATION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lopez, Victoria</td>
<td>Academic Senate Vice</td>
<td>ACAS</td>
<td>0.80</td>
<td>08/20/12-12/20/12</td>
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<tr>
<td></td>
<td>President</td>
<td></td>
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<tr>
<td>Beach, John</td>
<td>Academic Senate President</td>
<td>ACAS</td>
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<td>08/20/12-12/20/12</td>
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</tr>
<tr>
<td>Fields, Dagmar</td>
<td>Writing Center Coordinator</td>
<td>LANG</td>
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</tr>
<tr>
<td>Hedrick, Elisa</td>
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<td>LANG</td>
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<td>08/20/12-12/21/12</td>
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<td>Yonker, Susan</td>
<td>Writing Center Co-Lead</td>
<td>LANG</td>
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<td>08/20/12-12/21/12</td>
<td>$3,522.96</td>
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<td></td>
<td></td>
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<td>$31,706.64</td>
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3. Minimum Qualifications Equivalency
Request approval for equivalency of minimum qualifications recommended by the Equivalency Committee for the following academic employees in accordance with District Policy No. 5317, "Minimum Qualifications Equivalency":

<table>
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<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>SUMMER</th>
<th>DURATION</th>
<th>COST</th>
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</thead>
<tbody>
<tr>
<td>Behling, Erin</td>
<td>Art (until May 2013)</td>
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<td></td>
<td>N/A</td>
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<tr>
<td>Johnson, Anthony</td>
<td>Communication Studies (until December 2013)</td>
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</table>

SUMMARY

| 2011-12 |  
|---------|--------------------------------------------------|
| 1.     | Academic Assignments/Stipends                      |
|        | a. Non-Contractual (Project/Grant/fee Funded)     | $64,582.00 |
|        | b. Non-Contractual (District Funded)              | $1,500.00  |
| 2.     | Academic Assignments/Reassigned Time               |
|        | a. Non-Contractual Reassigned Time (Project/Grant Funded) | $7,045.92  |
|        | b. Non-Contractual Reassigned Time (District Funded) | $31,706.64 |
| 3.     | Minimum Qualifications Equivalency                |

GRAND TOTAL: $104,934.56

ASTERISK LEGEND

* Average cost for adjunct to backfill for full-time faculty reassigned time.
<table>
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<td>Academic Affairs</td>
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<td>ACAS</td>
<td>Academic Senate</td>
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<tr>
<td>ACCT</td>
<td>Accounting</td>
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<tr>
<td>ACEWAL</td>
<td>ACEWalmart Success for Veteran Award Grants Program</td>
</tr>
<tr>
<td>AJ</td>
<td>Administration of Justice</td>
</tr>
<tr>
<td>ACC</td>
<td>Accreditation Oversight</td>
</tr>
<tr>
<td>APT</td>
<td>Applied Technologies</td>
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<tr>
<td>ART</td>
<td>Arts &amp; Communication</td>
</tr>
<tr>
<td>ASC</td>
<td>Academic Success Center</td>
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<tr>
<td>BETS I</td>
<td>Biotechnology Education &amp; Training Sequence Investment</td>
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<tr>
<td>BPA</td>
<td>Basic Police Academy</td>
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<td>Business, Professional &amp; Technical Education</td>
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<td>Bridges to the Future Program</td>
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<td>CTELA</td>
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<td>ESA/A</td>
<td>Exercise Science/Athletics</td>
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<td>English-as-a-Second Language</td>
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<td>FS</td>
<td>Fire Science</td>
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<td>FSP</td>
<td>Fitness Specialist Program</td>
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<td>GBP</td>
<td>Green Building Program</td>
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<td>HEC-NC</td>
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<td>HEC-OM</td>
<td>Higher Education Center at Otay Mesa</td>
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<td>HEC-SY</td>
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<td>HESA</td>
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<tr>
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</tr>
<tr>
<td>KC1</td>
<td>Kern County 1</td>
</tr>
<tr>
<td>KC2</td>
<td>Kern County 2</td>
</tr>
<tr>
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<td>Language &amp; Literature</td>
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<tr>
<td>LEAPS</td>
<td>Learning English for Academic Purposes</td>
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<table>
<thead>
<tr>
<th>ABBREVIATION</th>
<th>DESCRIPTION</th>
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</thead>
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<tr>
<td>LEAPT</td>
<td>Learning English for Academic Purposes Teaching</td>
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<tr>
<td>LIB</td>
<td>Library</td>
</tr>
<tr>
<td>LS</td>
<td>Life Science</td>
</tr>
<tr>
<td>MAAC</td>
<td>Metropolitan Area Advisory Committee</td>
</tr>
<tr>
<td>MATH</td>
<td>Mathematics</td>
</tr>
<tr>
<td>MLT</td>
<td>Medical Lab Technology</td>
</tr>
<tr>
<td>MFT</td>
<td>Marriage Family Therapy</td>
</tr>
<tr>
<td>MSE</td>
<td>Mathematics, Science &amp; Engineering</td>
</tr>
<tr>
<td>NGST</td>
<td>National Geospatial Technology</td>
</tr>
<tr>
<td>NSF</td>
<td>National Science Foundation</td>
</tr>
<tr>
<td>NSF-ATE</td>
<td>National Science Foundation for the Advancement for Technology Education</td>
</tr>
<tr>
<td>NURS</td>
<td>Nursing</td>
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<tr>
<td>OIS</td>
<td>Office Information Systems</td>
</tr>
<tr>
<td>OWL</td>
<td>Online Writing Center</td>
</tr>
<tr>
<td>PA</td>
<td>Performing Arts</td>
</tr>
<tr>
<td>PD</td>
<td>Personal Development</td>
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<td>PS</td>
<td>Physical Sciences</td>
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<td>PSP</td>
<td>Power Study Program</td>
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<td>Reading</td>
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<td>RCP</td>
<td>Regional Occupations Program</td>
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<tr>
<td>SCI</td>
<td>Sciences</td>
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<td>SDICCCA</td>
<td>San Diego Imperial County Community Colleges Association</td>
</tr>
<tr>
<td>SDSU</td>
<td>San Diego State University (SDSU) Research Foundation</td>
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<tr>
<td>SDWP</td>
<td>San Diego Workforce Partnership</td>
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<tr>
<td>SLO</td>
<td>Student Learning Outcomes</td>
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<td>SMT</td>
<td>Sierra Medical Technology</td>
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<tr>
<td>SOC</td>
<td>Social Sciences &amp; Humanities</td>
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<tr>
<td>SSCI</td>
<td>Social Sciences</td>
</tr>
<tr>
<td>STEPUP</td>
<td>STEP UP Biotech</td>
</tr>
<tr>
<td>SLO</td>
<td>Student Learning Outcomes</td>
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<tr>
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<td>Teaching Assistant</td>
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<tr>
<td>TTT</td>
<td>Technology Task Team</td>
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<tr>
<td>UO</td>
<td>University of Oklahoma</td>
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<tr>
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<td>Visual Arts</td>
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<td>VESL</td>
<td>Vocational English Second Language</td>
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<td>Writing Center</td>
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<td>WELC</td>
<td>Writing Essentials Learning</td>
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<tr>
<td>WL</td>
<td>World Languages</td>
</tr>
</tbody>
</table>

| IP           | Instructional Support Services |
| ISS          | Instructional Support Services |
| KC1          | Kern County 1 |
| KC2          | Kern County 2 |
| LANG         | Language & Literature |
| LEAPS        | Learning English for Academic Purposes |

3
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Albert J. Román, D.P.A.
Vice President for Human Resources

INITIATED BY: Robert A. Unger, Esq.
Interim Director of Human Resources

SUBJECT: Employment of Michael Cash

July 11, 2012

I recommend the employment of Michael Cash as Chief of Police, effective July 12, 2012. This is a 12-month, classified administrator position.

Mr. Cash has earned the following certificates:

Mr. Cash has held the following positions:
- 2008 – 2012, Emergency Preparedness Manager/Captain, Loyola Marymount University, Los Angeles, CA
- 1982 – 2007, Traffic Division Captain, San Diego Police Department
- 1992 – 1998, Sergeant, Special Assistant to the Chief of Police/Homicide, San Diego Police Department
- 1982 – 1992, Police Officer, San Diego Police Department
- 1980 – 1982, Deputy Marshal, San Diego County Marshal

MN:AR
RESOLUTION NO. 1775

REGARDING THE ELIMINATION OF
PROJECT-FUNDED CLASSIFIED POSITIONS

WHEREAS, Classified employees may be subject to layoff for lack of work and/or lack of funds within the meaning of Education Code Sections 88017 and 88127; and

WHEREAS, the Governing Board has determined that, because of reduction of work and/or lack of funds, the classified project-funded positions listed below shall be eliminated, effective not earlier than the close of business on September 10, 2012:

PROJECT CLERK – AMERICAN RECOVERY & REINVESTMENT ACT (ARRA)
PROJECT CLERK – MATHEMATICS ENGINEERING SCIENCE ACHIEVEMENT (MESA)

NOW THEREFORE, IT IS RESOLVED AND ORDERED BY THE GOVERNING BOARD AS FOLLOWS:

1. Due to lack of funds and/or lack of work, the classified positions listed above shall be eliminated within the meaning of Education Code Sections 88017 and 88127, and as a result of said action, classified employees shall be subject to layoff.

2. Said elimination of positions shall become effective at a date not earlier than the close of business on September 10, 2012.

3. District representatives are directed to comply with all the requirements, if any, of the Education Employment Relations Act as to this elimination of positions.

4. The Superintendent/President or his designee is directed to give the notice of layoff to the affected classified employees not later than sixty (60) days prior to the effective date of the layoff.

The foregoing Resolution was adopted by the Governing Board of the Southwestern Community College District on the 11th day of July, 2012, by the following vote:

AYES:
NOES:
ABSENT:

________________________
Norma L. Hernandez, Governing Board President

I, Melinda Nish, Ed.D., Secretary to the Governing Board of the Southwestern Community College District of San Diego County, California, do hereby certify that the foregoing Resolution was introduced, passed and adopted by the Governing Board on July 11, 2012.

Dated: ___________________________  By: ___________________________
Melinda Nish, Ed.D.
1. Short-Term, Non-Academic Hourly Assignments
Request approval of the following assignments pursuant to Education Code §88003.

1a. Emergency Assignments
Pursuant to Education Code §70902 (d), notification of emergency assignments which will provide support of student services, instruction services and/or safety:

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1b. District-Funded Assignments

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### 1c. Fee-Based/Project/Grant Funded Assignments

Notification of the following short-term, non-academic hourly assignments; funding previously approved by the Governing Board:

#### 2011-12

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Summary:

2011-12

1. Short-Term, Non Academic Hourly Assignments:
   a. Notification of Emergency Assignments
   b. District Funded Assignments
   c. Fee-Based/Project/Grant-Funded Assignments

2012-13

2. Short-Term, Non Academic Hourly Assignments:
   a. Notification of Emergency Assignments
   b. District Funded Assignments
   c. Fee-Based/Project/Grant-Funded Assignments

GRAND TOTAL: $35,577.19

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MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
    Superintendent/President

SUBMITTED BY: Albert J. Román, D.P.A.
    Vice President for Human Resources

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

RECOMMENDATION

Recommend ratification of the C.S.E.A. Bargaining Agreement effective May 1, 2012 through
April 30, 2015.

OVERVIEW

The District and C.S.E.A. bargaining teams have negotiated an agreement to conclude
negotiations of reopeners to the C.S.E.A. contract which expired on June 30, 2011. The
membership of C.S.E.A. has ratified the agreement. Deletions of old language are designated by
strikeout; new language is designated by underline.

MN:AR
C.S.E.A. CONTRACT

July 1, 2008
May 1, 2012

to

June 30, 2011
April 30, 2015

Southwestern Community College District
California School Employees’ Association
Chapter 524

Adopted by the Governing Board of Southwestern Community College District

July 11, 2012
C.S.E.A. CONTRACT

July 1, 2008—June 30, 2011

May 1, 2012 – April 30, 2015

TABLE OF CONTENTS

ARTICLE I: AGREEMENT........................................................................................................................................... 1

ARTICLE II: RECOGNITION........................................................................................................................................ 2
  Acknowledgement ......................................................................................................................................................... 2
  E.E.R.C. Representation ............................................................................................................................................... 2

ARTICLE III: ORGANIZATIONAL SECURITY........................................................................................................... 3
  Dues Deduction .......................................................................................................................................................... 3
  Agency Fee/Service Fee Plan ....................................................................................................................................... 3
  General Provisions .................................................................................................................................................... 4
  Hold Harmless Clause ............................................................................................................................................... 4

ARTICLE IV: EVALUATIONS........................................................................................................................................ 5
  Definition .................................................................................................................................................................... 5

ARTICLE V: C.S.E.A. RIGHTS AND DISTRICT RIGHTS............................................................................................. 7
  Distribution of Contract .............................................................................................................................................. 8
  District Rights .......................................................................................................................................................... 8

ARTICLE VI: HOURS OF EMPLOYMENT .................................................................................................................. 10
  Workweek ................................................................................................................................................................ 10
  Temporary Change of Work Schedule .......................................................................................................................... 10
  Permanent Change of Work Schedule .......................................................................................................................... 10
  Adjustment of Assigned Time ..................................................................................................................................... 11
  Increase in Hours ....................................................................................................................................................... 11
  Lunch Periods ........................................................................................................................................................ 11
  Rest Periods .......................................................................................................................................................... 11
  Overtime .................................................................................................................................................................. 11
  Split-Shift Differential Compensation ........................................................................................................................ 12
  Shift Differential – Compensation ............................................................................................................................ 12
  Compensatory Time Off ........................................................................................................................................... 12
  Overtime – Distribution ......................................................................................................................................... 13
  Minimum Call-In Time ............................................................................................................................................... 13
  On-Call Time ........................................................................................................................................................... 13
  Call-Back Time ......................................................................................................................................................... 13
  Inconsistent Duties .................................................................................................................................................... 13
  Assignment of Duties ................................................................................................................................................. 13
  Rotated Work Assignments ................................................................................................................................... 13
  Hours of Employment .............................................................................................................................................. 13
  Four-Day Workweek .................................................................................................................................................. 14
    Workweek............................................................................................................................................................... 14
    Overtime ................................................................................................................................................................ 15
    Rest Periods ........................................................................................................................................................ 15
    Hours of Employment ........................................................................................................................................... 15
    Holidays ................................................................................................................................................................. 15
    Lunch Hour .......................................................................................................................................................... 15
ARTICLE VII: PAY AND ALLOWANCES

Salaries .......................................................................................................................... 16
Additional Compensation .................................................................................................. 16
Frequency - Once Monthly ............................................................................................ 16
Payroll Adjustment ......................................................................................................... 16
Mileage ............................................................................................................................. 16
Meals ................................................................................................................................ 17
Lodging ............................................................................................................................ 17
Reimbursement ................................................................................................................ 17
Promotion ........................................................................................................................ 17
Posting of Notice ............................................................................................................. 17
Notice Contents ............................................................................................................... 17
Filing ................................................................................................................................. 18
Promotional Order ......................................................................................................... 18

ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS

Non-Owned Automobile Insurance .................................................................................... 19
Physical Examinations ....................................................................................................... 19
Property Damage .............................................................................................................. 19

ARTICLE IX: HEALTH AND WELFARE BENEFITS

Service Retirement Medical Coverage .............................................................................. 20
Family Leave Coverage .................................................................................................... 21

ARTICLE X: HOLIDAYS

Scheduled Holidays ......................................................................................................... 22
Additional Holidays ......................................................................................................... 22
Holidays on Saturday or Sunday ....................................................................................... 22
Holiday Eligibility ............................................................................................................. 23

ARTICLE XI: VACATION PLAN

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

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

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

ARTICLE XV: LAYOFF AND REEMPLOYMENT ........................................ 35
- Reason for Layoff ...................................................................... 35
- Notice of Layoff ........................................................................ 35
- Order of Layoff ......................................................................... 35
- Classification Seniority .............................................................. 35
- Equal Seniority ......................................................................... 35
- Bumping Rights ....................................................................... 35
- Layoff in Lieu of Bumping ........................................................ 35
- Voluntary Demotion or Voluntary Reduction in Hours ............ 35
- Re-employment Rights .............................................................. 36
- Recalls ...................................................................................... 36
- Improper Layoff ....................................................................... 36

ARTICLE XVI: GRIEVANCE PROCEDURE ............................................. 37
- General Provisions .................................................................... 37
  - Failure to Meet Time Limits .................................................... 37
  - C.S.E.A. Representation ......................................................... 37
  - No Reprisal ............................................................................. 37
  - Grievance Files ..................................................................... 37
- Grievance Procedure ................................................................. 38
  - Level I .................................................................................... 38
  - Level II .................................................................................. 38
  - Level III ................................................................................ 38
  - Level IV – Governing Board .................................................. 40
ARTICLE XVII: EDUCATIONAL INCENTIVE PROGRAM ....................................................... 42
  Professional Growth .............................................................. 43

ARTICLE XVIII: SAFETY .......................................................................................................... 44
  District Compliance ................................................................. 44

ARTICLE XIX: TECHNOLOGY ................................................................................................. 45

ARTICLE XX: CONTRACT CLAUSES ..................................................................................... 46
  Savings Clause ........................................................................ 46
  Americans with Disabilities Act ............................................... 46
  Effect of Agreement ................................................................. 46
  Concerted Activities ................................................................. 46

ARTICLE XXI: NEGOTIATIONS ............................................................................................... 47
  Notification and Public Notice ............................................... 47
  Re-Openers .............................................................................. 47
  Commencement of Negotiations ............................................ 47
  Released Time for Negotiations ............................................. 47

ARTICLE XXII: TERMS ............................................................................................................. 48

APPENDIX A
  CLASSIFIED BARGAINING UNIT CLASSIFICATION TITLES & RANGES .................... 49
  CLASSIFIED BARGAINING UNIT SALARY SCHEDULE - 2007 ............................... 50

APPENDIX B
  CLASSIFIED EMPLOYEE EVALUATION RUBRICS ...................................................... 51

APPENDIX C
  HEALTH AND WELFARE BENEFIT SELECTION FORM ............................................. 53

APPENDIX D
  EMPLOYEE RIGHTS & RESPONSILITIES UNDER THE FMLA ................................. 55

APPENDIX E
  RECLASSIFICATION PROCESS FLOWCHART .............................................................. 57

APPENDIX F
  GRIEVANCE FORM ........................................................................................................ 58
ARTICLE I: AGREEMENT

1.1 This Agreement is made and entered into this 1st day of July 2008 May 2012 by and between Southwestern Community College District, hereinafter referred to as the District, and California School Employees Association, and its Southwestern College Chapter 524, hereinafter referred to as C.S.E.A.
ARTICLE II: RECOGNITION

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

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

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

3.1.1 Dues Deduction

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

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

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

3.2 Agency Fee/Service Fee Plan

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

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

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

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

3.2.2 If a unit member belongs to a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, said unit member qualifies for a fair share service fee exemption. Bargaining unit members who wish to request such an exemption must mail any documents or other information to support their request to CSEA, P.O. Box 640, San Jose, CA 95106, Attn: Assistant to the Executive Director.
3.2.3 With respect to all sums deducted by the District pursuant to section 3.2.1 above, whether membership dues or service fees, the District agrees to promptly remit such monies to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to CSEA for deduction of membership dues or service fees.

3.3 General Provisions

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

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

3.4 Hold Harmless Clause

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

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

4.1 **Definition** - Official evaluation is defined as an evaluation assessment of an employee's work performance. The official evaluation is submitted on the District standard "Classified Employee Performance Evaluation" form for evaluating classified employees.

Moved Sections 4.5, 4.6 and 4.7 to clarify frequency of evaluation:

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

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

Combined 1st paragraph of Section 4.8 into 4.4:

4.4 Special evaluations may be made on either a permanent or probationary employee when such evaluations are deemed appropriate by the employee's immediate supervisor or the Administration. Special Evaluations shall be used for the purpose of improving the performance of a bargaining unit member who is not meeting District standards. The evaluation must contain a description of the performance requiring improvement.

4.5 **Evaluation** - No official evaluation of any employee shall be placed in the main personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based only upon hearsay statements, but shall also be supported by direct observation and knowledge of the evaluator, and from voluntary input provided by the employee. The employee's supervisor shall provide the employee with a completed copy of the evaluation at least two (2) days prior to any conference being held. A bargaining unit member shall retain the right to have a CSEA Representative present at a conference. When a conference has been held, the employee shall sign and date the completed evaluation document at that time. As provided in the Classified Employee Progress Evaluation Form, providing a signature does not necessarily indicate agreement with the content of the evaluation.

4.6 It is the intent of the parties that employees be informed of performance deficiencies and/or behavior which may result in a Needs Improvement status during the rating period; not solely during the evaluation. At a minimum, the evaluator is expected to confer with the employee as early as practicable to provide corrective direction. The evaluator is expected to provide the employee with clear direction regarding the nature of the performance and/or behavior requiring improvement, with specific direction for improvement. The evaluation shall contain a specific timeframe for reviewing progress towards improvement which shall not exceed sixty (60) calendar days. A follow-up conference shall be held within ten (10) days of the designated time frame. Any Improvement Needed evaluation shall include specific recommendations for improvement. The specific recommendations for improvement prepared by the immediate supervisor shall be monitored by the District for the purpose of assisting the employee.

The employee shall have the right to review and respond to any derogatory evaluation in accordance with Education Code Section 87031, by attaching his/her comments regarding the evaluation within ten (10) days of receipt of the evaluation.
4.7 Any employee that is placed in Improvement-Needed status, whether by regular or special evaluation, shall be afforded the opportunity to review the improvement plan, suffer no more than three (3) consecutive evaluations without the opportunity for review of the process. If the employee requests a review, all documents related to the evaluation shall be forwarded to the area Vice President. The area Vice President shall review the documents, meet with the parties and monitor the process. The area Vice President shall ensure the Needs Improvement process is conducted in compliance with both the provisions of this Agreement and the intent of those provisions. The employee may continue in the Improvement-Needed status after the conditions of this section have been met. However, if the employee reports to a Vice President, or any administrator who reports directly to the Superintendent/President, the review will be performed by the Superintendent/President. If the employee reports directly to the Superintendent/President and an appeal is requested, the Superintendent/President shall appoint the Vice President for Human Resources to hear the appeal.

4.8 Special Evaluations may be made on either a permanent or probationary employee at other than the specified times upon request when such evaluations are deemed appropriate by the employee’s immediate supervisor or the Administration. Special Evaluations shall be used for the purpose of improving the performance of a bargaining unit member who is not meeting District standards. The evaluation must contain a description of the performance requiring improvement.

The evaluation shall contain a specific timeframe for reviewing progress towards improvement which shall not exceed sixty (60) calendar days. A follow-up conference shall be held within ten (10) days of the designated timeframe.

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

4.9 Appendix B: Classified Employee Evaluations Rubrics. (This document is included as a guideline for conducting evaluations and shall not be binding or grievable.)
ARTICLE V: C.S.E.A. RIGHTS AND DISTRICT RIGHTS

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

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

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

5.1.3 The District shall provide C.S.E.A. with the use of office space, equipped with a desk, chairs, a computer with Internet connection, printer, fax, software WIN 95, MSOffice, a telephone without charge, and photocopies at eight cents ($0.08) each.

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

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

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

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

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

5.3 District Rights

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

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

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

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

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

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

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

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

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

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

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

6.5 **Rest Periods**

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

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

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

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

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

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

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

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

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

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

6.8 Shift Differential - Compensation

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

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

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

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

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

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

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

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

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

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

6.16 **Rotated Work Assignments** - When the District hires new employees within a classification in the same department, an employee with the greatest amount of hours in a paid status not working a traditional workweek on day hours shall be rotated to the traditional workweek unless refused by the employee.

6.17 **Hours of Employment** - Upon initial employment and each change in classification, each affected employee in the Bargaining Unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's work site, regularly assigned work shifts, the hours per day, days per week, and months per year.
6.18 The probationary period for any twelve (12) month employee in the Bargaining Unit shall be twelve (12) months. The probationary period for all other employees (nine (9) months, ten (10) months and eleven (11) months) shall be equivalent to the duration of their contract. In the case of a promotion, the probationary period will be nine (9) months.

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

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

6.21 Four-Day Workweek - During the period between the close of the Spring Semester and the commencement of the following Fall Semester, The District may establish a four-day, ten-hour workweek for Bargaining Unit employees, subject to operational needs. The dates shall be established by the District after consultation with C.S.E.A. The dates may be of different duration for different groups of employees. The District reserves the right to determine the groups of employees for whom the four-day workweek shall apply.

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

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

6.21.1.2 The option(s) provided herein shall be elected in writing by the employee and shall be submitted to the immediate supervisor prior to the close of the Spring Semester. Such options shall be elected by the employee for the entire period.

6.21.1.3 Nothing herein shall prevent the employee and the immediate supervisor from revising the elected option(s) provided that the revision is mutually acceptable to both the employee and the immediate supervisor.
6.21.2 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one-and-one-half (1½) times the employee's regular rate of pay for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

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

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

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

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

7.1 Salaries

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

7.1.2 Effective July 1, 1995, all employees who have been employed for fifteen (15) years or longer shall receive a longevity increment of two-and-one-half percent (2½%) above their salary. The salary increment will be effective the first of the month following completion of the 15th year of service.

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

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

7.1.4 If any other represented Bargaining Unit receives a greater percentage compensation increase or greater dollar health and welfare benefit increase, the C.S.E.A. Bargaining Unit will receive the same increase.

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

7.2 Frequency - Once Monthly - All employees in the Bargaining Unit shall be paid once per month in accordance with a schedule established by the County Department of Education.

7.3 Payroll Adjustment - All payroll errors and/or lost checks of an employee in the Bargaining Unit shall be corrected and a supplemental check issued not later than ten (10) working days after the employee has provided appropriate signed forms to the Payroll Services Office.

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

7.4 Mileage - An employee in the Bargaining Unit with written authorization to use his/her vehicle on District business shall be reimbursed at the currently-approved I.R.S. rate.
7.5 **Meals** - Any employee in the Bargaining Unit who, as a result of a work assignment, must have
meals away from the District, shall be reimbursed at a rate established by the District of which
in no case shall exceed the maximum amount as follows: partial day allowance (six hours)
$20.00; full day allowance (twelve hours) $45.00.

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

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

7.8 **Promotion** - Any employee in the Bargaining Unit receiving a promotion into another
Bargaining Unit position under the provisions of this Agreement shall be moved to the adopted
range for the new position at the nearest salary range step which shall reflect a minimum of a
five percent (5%) increase in the employee's present salary.

7.9 **Posting of Notice**

Posting of all Bargaining Unit open positions shall be listed on the Human Resources website;
detailed job announcements may be obtained from the Human Resources Office.

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

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

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

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

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

Employment of either full-time or part-time students in any college work study or in a work
experience education program shall not result in the displacement of Classified personnel.
Additionally, no contracting out of work performed by Bargaining Unit employees shall result in
the layoff of existing Classified personnel.
The District and C.S.E.A. shall review the number of substitute and short-term employees by June 30 of each college year.

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

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

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

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

7.15.1 A proposed change shall be submitted to a bilateral committee composed of three (3) members appointed by the District and three (3) members appointed by the Association.

7.15.2 The committee’s chairmanship shall be rotated between C.S.E.A. and District members on an alternating schedule.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.5.2 The employee must be enrolled in a District health provider program at time of retirement for the minimum period of one (1) year. The Human Resources Office shall verify that the requirements have been met and notify the Superintendent/President of the employee’s eligibility.

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

9.5.4 If a Bargaining Unit member qualifying under 9.5.1 and 9.5.2 moves out of the service area of District health providers, the retired Unit member shall be reimbursed, until the retiree qualifies for Medicare or its successor, up to the current average District cost for active members, limited to verified medical coverage costs paid by the member.

9.5.5 The District shall provide for each full-time Bargaining Unit member beginning at the time of Medicare eligibility who qualifies for the continuation of medical insurance coverage under subsection 9.4 of this Agreement, and who retires during the period of time covered by this Agreement, an amount of one
thousand dollars ($1,000) a year towards reimbursement of any major medical coverage, including Medicare, for the covered retiree only.

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

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

9.7 Effective January 1, 2002, the option afforded employees who are Bargaining Unit members to waive health and welfare benefit coverage and to take as salary the District's level of contribution toward these benefits, shall cease with respect to any employee hired after January 1, 2002. All currently employed Bargaining Unit members shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to opt-out of health and welfare benefit coverage.
ARTICLE X: HOLIDAYS

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

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

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

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

10.1.10 Veterans Day

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

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

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

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

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

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

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

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

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

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

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

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

11.5 Vacation Postponement

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

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

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

11.8 **Vacation Schedule**

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

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

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

11.9 **Priority Considerations**

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

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

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

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

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

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

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

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

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

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

11.12 Effective July 1, 2012 through June 30, 2014, the District shall provide all twelve (12) month Bargaining Unit Members with two (2) days of non-cumulative, special winter break vacation to be used only during the established winter break period.

All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of the special non-cumulative winter break vacation.

This provision shall expire/sunset on June 30, 2014.

11.12.1 Effective with the 2013-14 academic year, the District shall establish a winter break period which shall consist of at least ten (10) weekdays, including regularly mandated holidays.
ARTICLE XII: LEAVES

12.1 Bereavement Leave - Employees shall be granted three (3) five (5) days leave with pay in the event of the death of any member of the employee's immediate family. Two (2) additional days shall be added with pay if mileage exceeds four hundred (400) miles round trip. The immediate family is defined as spouse, parent(s), step parent(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great-grand children, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, registered domestic partner, a person for whom the employee has been designated as legal guardian, or any relative of either spouse living in the immediate household of the employee.

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

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

12.4 Sick Leave

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

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

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

After five (5) consecutive days of absence, the District will require illness verification in the form of a licensed physician's statement authorizing the absence from duty.

12.4.3 An employee employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for
illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury for which they are entitled.

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

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

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

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

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

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

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

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

12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.

12.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave.
benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker’s Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker’s Compensation award, provides for a day’s pay at the regular rate of pay.

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

12.5.5 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

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

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

12.6 **Entitlement to Supplemental Sick Leave**

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

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

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

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

12.7 **Break in Service**

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

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

12.8.1 The death of serious illness of a member of the employee’s immediate family when bereavement leave is exhausted or does not apply additional leave is required beyond that provided in section 12.1 of this Article.
12.8.2 As a result of an accident involving the employee's personal property or the personal property of his/her immediate family.

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

Personal matters that cannot be taken care of outside the Unit Member's working hours.

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

12.8.5 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matter which can be taken care of outside the work hours, or for recreational activities.

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

12.8.7 Under all circumstances, an employee shall verify indicate in writing by submitting a Request for Personal Necessity form, that the personal necessity leave was used only for the purposes set forth in 12.8 above.

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

12.9 Personal Business Leave

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

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

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

12.10.1 Personal leave without pay may be granted to Bargaining Unit employees for a period not to exceed thirty (30) consecutive days within a twelve (12)-month rolling period and is subject to the approval of the employee's immediate administrator, area Vice President, and the Director of Human Resources. Salary deductions are made at the employee's hourly or daily rate of pay. Exceptions are subject to the approval of the Superintendent/President.

12.10.2 A Bargaining Unit employee who is granted personal leave shall be entitled to uninterrupted fringe benefits provided the leave does not exceed one (1) entire pay period.

12.10.3 When personal leave exceeds one (1) entire pay period, health and welfare benefits shall be extended according to federal (COBRA) and state (SB761) regulations and carrier contract specifications.

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

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

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

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

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

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

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

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

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

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

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

14.1 **Definition** - According to Education Code Section 88001 (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

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

14.3 **Classification and Reclassification Requirement** - Position classification and reclassification shall be subject to mutual input between the District and C.S.E.A.

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

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

14.3.3 If the bargaining unit member does not agree with the consultant's recommendation, the bargaining unit member may submit a written request for appeal to the Reclassification Committee within ten (10) work days. The Reclassification Committee consists of the Director of Human Resources (or designee), the C.S.E.A. President (or designee) and the classification consultant. A meeting with the employee and the committee shall be scheduled within thirty (30) calendar days of the appeal. The Reclassification Committee shall provide a written response within five (5) days of the appeal meeting. The committee’s response to an appeal shall be final and not subject to grievance.

14.3.4 Requests recommended for reclassification shall be submitted for review by the Superintendent/President. The Superintendent/President shall forward his/her recommendation to the Governing Board for final approval within two Governing Board agenda submission cycles. In the event that the Superintendent/President declines to forward a reclassification to the Governing Board, the employee will be notified in writing by Human Resources within ten (10) workdays.

14.3.5 If the reclassification recommendation is approved by the Governing Board, the bargaining unit member shall be compensated pursuant to 7.1.5. The new rate of pay shall be retroactive to the date Human Resources received the reclassification request.

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

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

15.1 Reason for Layoff – Pursuant to Education Code 88127, classified Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds. Education Code Section 88017 provides that lay off may result when a specially funded program expires.

15.2 Notice of Layoff – The District will notify CSEA, in writing, of any reductions, layoffs, or elimination of services fifteen (15) working days prior to notification of employees. Pursuant to Education Code 88127, classified Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds. Bargaining Unit employees affected by layoff shall be given notice of layoff not less than sixty (60) calendar days notice of layoff prior to the effective date of layoff and shall be informed of their displacement rights, if any, and reemployment rights under section 15.9. Any written notice shall indicate the reason for layoff. The District, C.S.E.A., and the affected incumbent shall meet no later than five (5) working days after the incumbent has been notified any notice of layoff to discuss options including bumping rights, reemployment rights, and demotion in lieu of layoff has been sent, to review the proposed layoffs under the provisions of this Agreement. Failure to give the employee written notice under the provisions of this section shall invalidate the layoff.

15.3 Order of Layoff

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

15.3.1 Pursuant to Education Code 88127, whenever a classified employee is laid off, the order of lay off within the classification shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

15.4 Classification Seniority - Seniority is determined by time in paid status, within the classification. The District shall maintain an updated seniority roster indicating employee's length of service. Such roster shall be provided to CSEA within thirty (30) calendar days of request.

15.5 Equal Seniority - If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made on the basis of the greater hire date seniority. If they are equal, then the determination shall be based on the number of hours an employee has been in a paid status in the class plus higher classes; and if they are still equal, the determination shall be made by lot.

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

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

15.8 Voluntary Demotion or Voluntary Reduction in Hours - An employee who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to a position with increased assigned time as vacancies become available, and with no time limit except that he/she shall be ranked in accordance with his/her seniority on any valid reemployment list. Employees who take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall receive the
same reemployment rights as employees who are laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24 months).

15.9 Re-employment Rights

Pursuant to Education Code 88117, employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

During that time and when qualifications permit, they will be re-employed in preference to new applicants.

If the employee refuses a re-employment offer; to the classification held at the time of lay off, or a similar position in a higher classification for which he/she is qualified, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

15.10 Recalls

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

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

5.11 Improper Layoff

An employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Initiation of processing of a warrant for back pay shall be accomplished within five (5) working days by the District after said discovery.
ARTICLE XVI: GRIEVANCE PROCEDURE

16.1 General Provisions

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

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

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

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

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

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

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

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

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

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

16.2.1 **Level I**

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

16.2.1.2 If a satisfactory resolution is not reached within two-(2) three-(3) days of the discussion, the grievant shall present, within three-(3) five-(5) days thereafter, on the "Grievance Form," attached hereto as Appendix F, the grievance in writing to the next higher designated administrator or designee.

16.2.1.3 The next higher administrator or designee shall communicate the decision to the employee in writing within five-(5) seven-(7) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

16.2.2 **Level II**

16.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent/President, or his/her designee, within five-(5) seven-(7) days.

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

16.2.2.3 The Superintendent/President or his/her designee, shall communicate the decision to the grievant in writing within seven-(7) ten-(10) days of receiving the appeal. Either the grievant, the Superintendent/President, or his/her designee, may request a personal conference within the above time limits.

16.2.3 **Level III**

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

16.2.4 **Level IV**

16.2.4.1 In the event the grievant is not satisfied with the decision at Level II, he/she may, with the concurrence and participation of C.S.E.A. within five-(5) days, give written notice to the Superintendent/President requesting a fact-finding panel to be formed. C.S.E.A. shall be released of its financial responsibility if a Bargaining Unit employee wishes to represent himself/herself at any step of the grievance procedure.

16.2.4.2 Where the grievant and C.S.E.A. request a fact-finding panel, it shall be formed to consider the grievance and to provide an advisory recommendation to both the Governing Board and
C.S.E.A., as to resolution of the dispute. The procedure shall be as-follows:

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

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

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

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

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

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

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

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

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

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

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

46.2.5.5 If the Governing Board rejects the recommendation of the fact-finding panel, the District shall assume the expenses of the fact-finding panel Chairperson as identified in 16.2.4.2.4.

16.2.4 Level IV: Binding Arbitration

16.2.4.1 In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 16.2.3, if utilized, has not resulted in a settlement, C.S.E.A. shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten days after receiving the decision in Level II, or within ten days after the mediation session is held pursuant to 16.2.3. The notification must contain a written statement from C.S.E.A. agreeing to arbitration of the grievance.

16.2.4.2 Within ten (10) days of the grievant giving notice that he/she wants to submit his/her grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.

16.2.4.3 The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.

16.2.4.4 The arbitrator’s jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority over disciplinary process or determinations.
16.2.4.5 The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.

16.2.4.6 The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.

16.2.4.6.1 Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.
ARTICLE XVII: EDUCATIONAL INCENTIVE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.4 **Concerted Activities**

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

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

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

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

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

21.1.1 Re-Openers

Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the CSEA and District may re-open negotiations on health and welfare benefits and two additional non-economic Articles selected by each party.

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

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

22.1 This Agreement shall remain in full force and effect up to and including June 30, 2011 April 30, 2015 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than one-hundred-twenty (120) days prior to the termination of this Agreement of its request to modify, amend or terminate the Agreement.

22.2 The District and CSEA agree to commence negotiations for the 2011-2014 successor agreement within ninety (90) days of the signing of this agreement.

Signed and entered into this 9th 11th day of March July 2014 2012.

FOR THE DISTRICT: 

Norma L. Hernandez 
Governing Board President 
Southwestern Community College District

Melinda Nish, Ed.D. 
Superintendent/President 
Southwestern Community College District

FOR C.S.E.A.: 

Bruce MacNintch, President 
California School Employees’ Association 
Chapter 524

Margie Strike 
Labor Relations Representative 
California School Employees’ Association
The Bargaining Unit for which this Agreement is effective consists of all classified employees, except short-term, substitute, and those classified as confidential, management, or supervisor.

<p>| Account Clerk | 15 |
| Account Technician | 25 |
| Accountant | 23 |
| Administrative Secretary I | 16 |
| Administrative Secretary II | 20 |
| Admissions &amp; Records Assistant | 24 |
| Admissions &amp; Records Technician | 16 |
| Admissions Center Evening Lead | 29 |
| Aquatic Equipment Technician | 24 |
| Assessment Technician | 16 |
| Athletic Equipment Tech/Physical Ed. Attendant | 13 |
| Audio Visual Maintenance Technician | 24 |
| Bookstore Buyer | 15 |
| Bookstore Operations Assistant | 13 |
| Bookstore Operations Specialist | 20 |
| Bookstore Warehouse Worker | 15 |
| Campus Police Corporal | 26 |
| Campus Police Officer | 21 |
| Carpenter/Cabinet Maker | 24 |
| Chef/Lead Food Production | 13 |
| Clinical Assistant I | 5 |
| Clinical Assistant II | 10 |
| Clinical Assistant III | 13 |
| College Trainer | 35 |
| Communications Assistant | 10 |
| Communications Energy Management Specialist | 31 |
| Community Education Liaison | 14 |
| Computer Operator | 13 |
| Construction Project Coordinator | 33 |
| Continuing Education Program Technician | 17 |
| Day/Evening Custodian | 10 |
| DBA/Systems Administrator | 42 |
| Dental Hygiene Program Clinical Facility Coordinator | 28 |
| Disabled Student Services Technician | 20 |
| District Buyer | 24 |
| Education Center Assistant | 16 |
| Education Center Coordinator | 22 |
| Education Center Information Technology Support Coordinator | 34 |
| Education Center Technician | 23 |
| Electrician | 24 |
| EOPS Technician | 20 |
| Evaluator | 24 |
| Facility Lensing &amp; Events Coordinator | 24 |
| Financial Aid Assistant | 15 |
| Financial Aid Specialist | 24 |
| Financial Aid Technical Specialist | 24 |
| Food Service Worker | 2 |
| Gardener | 10 |
| Graduate Teaching Assistant | 24 |
| Head Teacher, Child Development Center/Lab School | 24 |
| Help Desk Support Specialist | 26 |
| Human Resources Technical Assistant | 20 |
| HVAC Mechanic/Lead Worker | 24 |
| Instructional Assistant I | 16 |
| Instructional Assistant II | 20 |
| Instructional High Tech Center Lab Technician | 32 |
| Instructional Lab Coordinator-Chemistry | 30 |
| Instructional Lab Coordinator-EMS | 30 |
| Instructional Lab Technician-Pina Arts | 24 |
| Instructional Lab Technician-Horticulture | 24 |
| Instructional Lab Technician-Microcomputer | 32 |
| Instructional Lab Technician-Science | 24 |
| Instructional Services Specialist | 26 |
| Instructional Services Technician | 22 |
| International Trade Services Coordinator | 38 |
| International Trades Specialist | 38 |
| Inventory Control Clerk | 13 |
| Inventory Control Technician | 17 |
| Irrigation Technician | 13 |
| Lead Custodian | 12 |
| Lead Electrician | 29 |
| Lead Food Service Worker | 16 |
| Lead Gardener | 24 |
| Lead HVAC Mechanic | 29 |
| Lead Painter | 24 |
| Lead Plumber | 29 |
| Lead Vehicle and Equipment Mechanic | 29 |
| Library Assistant | 12 |
| Library Assistant, Audio Visual | 12 |
| Library Multimedia Services Assistant | 14 |
| Library Multimedia Services Coordinator | 22 |
| Library Technical Services Technician | 28 |
| Library Technician | 20 |
| Maintenance Air Filter Technician | 20 |
| Maintenance Technician | 20 |
| Maintenance, Facilities, Health &amp; Safety Coordinator | 41 |
| Marketing Communications Associate | 29 |
| Microcomputer Lab Coordinator | 26 |
| Microcomputer Repair Technician | 26 |
| Network Systems Analyst | 44 |
| Nurse Associate | 30 |
| Office Support Services Coordinator | 24 |
| Online Instructional Support Specialist | 22 |
| Outreach Specialist | 31 |
| Outreach Technician | 20 |
| Painter | 20 |
| Payroll Technician | 28 |
| PC Systems Technician | 32 |
| Performing Arts Coordinator | 36 |
| Planning and Facilities Coordinator | 26 |
| Plumber | 24 |
| Pool Maintenance Technician | 20 |
| Project Lead Technician | 18 |
| Print Shop Coordinator | 24 |
| Print Shop Technician | 18 |
| Program Assistant | 13 |
| Program Coordinator | 24 |
| Programmer Analyst | 36 |
| Project Clerk | 10 |
| Project Coordinator, O.G.C. | 10 |
| Project Instructional Assistant | 16 |
| Project Lead Technician, Child Development Center | 16 |
| Project Lead Technician, C.O.G. | 10 |
| Project Planning &amp; Analysis Coordinator | 24 |
| Project Specialist | 24 |
| Project Teacher, Child Development Center | 16 |
| Project Technician | 15 |
| Publications Coordinator | 16 |
| Publications Specialist | 16 |
| Reading Lab Technician | 24 |
| Research Assistant | 32 |
| Research, Planning, Grants &amp; Foundation Compliance Coordinator | 28 |
| Senior Account Clerk | 19 |
| Senior Account Technician | 25 |
| Senior Admissions &amp; Records Technician | 22 |
| Senior Gardener | 13 |
| Senior Gardener/Weekend Coordinator | 15 |
| Senior Programmer Analyst | 46 |
| Senior Project Clerk | 13 |
| Senior Research &amp; Planning Analyst | 36 |
| Senior Systems Analyst | 44 |
| Senior Warehouse Worker | 45 |
| Service Learning Program Technician | 17 |
| Staff Development Program Assistant | 16 |
| Student Activities Coordinator | 24 |
| Student Employment Services Specialist | 24 |
| Student Services Assistant | 10 |
| Student Services Specialist | 24 |
| Student Services Technician | 20 |
| Systems Programmer | 28 |
| Systems Specialist | 38 |
| Teacher, Child Development Center | 16 |
| Theater Operations Technician | 32 |
| Tool Room Attendant | 16 |
| Training Services Coordinator | 32 |
| Transfer Center Specialist | 24 |
| Translator/Word Processor | 19 |
| Tutor/Center Coordinator | 24 |
| Vehicle and Equipment Mechanic | 24 |
| Veterans Services Specialist | 24 |
| Vocational Education Specialist | 24 |
| Warehouse Worker | 13 |
| Web &amp; Multimedia Specialist | 26 |
| Word Processor | 13 |</p>
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<td>7,418</td>
<td>7,716</td>
<td>8,025</td>
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</tbody>
</table>

---

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

**CLASSIFIED BARGAINING UNIT SALARY SCHEDULE - 4.53% Effective – July 1, 2007**

Appendix A
Southwestern College
CLASSIFIED EMPLOYEE EVALUATION RUBRICS

<table>
<thead>
<tr>
<th>Factor</th>
<th>Exceeds Expectations</th>
<th>Satisfactory</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Knowledge</td>
<td>Excellent, thorough understanding and application of policies/procedures and job functions.</td>
<td>Good understanding and application of policies/procedures and job functions.</td>
<td>Some understanding of policies/procedures and job functions, but requires additional training.</td>
<td>Lacks understanding of policies/procedures and job functions. May be unwilling or unable to learn necessary skills.</td>
</tr>
<tr>
<td>Judgment</td>
<td>Consistently thinks logically and rapidly; analyzes the problem and arrives at a sound conclusion.</td>
<td>Acceptable judgment in use of common sense and logical processes. Minimal assistance needed in analysis and decision making.</td>
<td>Needs assistance in analysis of problems and decision making.</td>
<td>Fails to use common sense and consider obvious facts in making decisions. Usually makes wrong decisions.</td>
</tr>
<tr>
<td>Dependability</td>
<td>Completely dependable. Uses work time in a highly responsible and productive manner.</td>
<td>Usually dependable. Uses work time in a responsible and productive manner.</td>
<td>Occasionally unreliable. Sometimes fails to utilize work time in a responsible and productive manner.</td>
<td>Unreliable. Does not use work time in a responsible and productive manner.</td>
</tr>
<tr>
<td>Initiative</td>
<td>Anticipates problems and consistently creates solutions for improving procedures or products. Seeks additional responsibilities.</td>
<td>Recognizes problems and suggests solutions. On occasion seeks additional responsibilities.</td>
<td>May recognize problems but does not suggest solutions. Seldom seeks additional responsibilities.</td>
<td>Does not recognize or take responsibility for reporting or solving problems. Does not seek additional responsibilities.</td>
</tr>
<tr>
<td>Attitude</td>
<td>Consistently respects and is respected by co-workers. Values positive working relationships.</td>
<td>Gets along well with co-workers. Values positive working relationships.</td>
<td>At times has difficulty with relationships with co-workers, contributing to a negative or unproductive work environment.</td>
<td>Consistently has difficulty when dealing with others.</td>
</tr>
<tr>
<td>Quality of Work</td>
<td>Work is of excellent quality; tasks are completed thoroughly and accurately.</td>
<td>Work quality is average, with minimum errors.</td>
<td>Work quality is below average with numerous errors.</td>
<td>Work quality is substandard or incomplete.</td>
</tr>
</tbody>
</table>

Appendix B
### Southwestern College

**CLASSIFIED EMPLOYEE EVALUATION RUBRICS**

<table>
<thead>
<tr>
<th><strong>Factor</strong></th>
<th><strong>Exceeds Expectations</strong></th>
<th><strong>Satisfactory</strong></th>
<th><strong>Needs Improvement</strong></th>
<th><strong>Unsatisfactory</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Volume of Work</strong></td>
<td>Volume of output is exceptional and industrious; does more than is required. Consistently meets deadlines.</td>
<td>Work output meets job requirements. Usually meets deadlines.</td>
<td>Work output is just enough to get by. Improvement necessary. Seldom meets deadlines.</td>
<td>Insufficient output; slow; usually behind in work. Does not meet deadlines.</td>
</tr>
<tr>
<td><strong>Attendance</strong></td>
<td>Is punctual; never late or absent without good cause.</td>
<td>Occasionally late or absent but usually with good reason.</td>
<td>Absent or late often. Absences and tardiness impact work performance.</td>
<td>Is chronically late or absent.</td>
</tr>
<tr>
<td><strong>Work Organization</strong></td>
<td>Excellent organizational skills, with a focus on developing and following effective routines and procedures, and on identifying priorities.</td>
<td>Organizational skills are good, with procedures developed and followed for routine tasks. Tasks are prioritized.</td>
<td>Lacks organizational skills, even with some routine tasks. Requires regular supervision to develop and accomplish priorities.</td>
<td>Work is not acceptable; Unable to organize/prioritize.</td>
</tr>
<tr>
<td><strong>Communications</strong></td>
<td>Excellent oral and written communications skills using clear, precise, and grammatically correct language.</td>
<td>Good oral and written communication skills using clear and precise language.</td>
<td>Is inconsistent or ineffective in the demonstration of oral and written communication skills.</td>
<td>Lacks oral and written communication skills.</td>
</tr>
<tr>
<td><strong>Safety</strong></td>
<td>Excellent, thorough understanding and application of safety policies/procedures.</td>
<td>Good understanding and application of safety policies/procedures.</td>
<td>Some understanding of safety policies/procedures, but requires additional training.</td>
<td>Lacks understanding of safety policies/procedures.</td>
</tr>
<tr>
<td><strong>Leadership of Others</strong></td>
<td>Demonstrates outstanding leadership by personal example. Excel at inspiring and training employees/student workers to perform.</td>
<td>Demonstrates good leadership. Inspires and trains employees to perform.</td>
<td>A marginal leader. Shows little interest or concern with inspiring or training employees.</td>
<td>Demonstrates poor leadership. Shows no interest or concern with inspiring or training employees.</td>
</tr>
</tbody>
</table>
The District's Health and Welfare plan is prorated according to percentage of contract and date of hire/termination. Please mark your selections for plan year July 1, 2011 - December 30, 2012. These selections are for the entire plan year and can only be changed if there is a qualifying event (marriage, birth or loss of other coverage.) The figures below reflect the monthly payroll deductions.

### MANDATORY COVERAGE:
Employee must select and maintain option A and B for an entire year.

<table>
<thead>
<tr>
<th>Option</th>
<th>10 Month Payroll Deductions</th>
<th>12 Month Payroll Deductions</th>
<th>Monthly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. DENTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Delta Dental (Employee Only)</td>
<td>$0</td>
<td>$0</td>
<td>$53.04</td>
</tr>
<tr>
<td>☐ Delta Dental + 1 Dep.</td>
<td>$0</td>
<td>$0</td>
<td>$107.93</td>
</tr>
<tr>
<td>☐ Delta Dental + 2 or more</td>
<td>$0</td>
<td>$0</td>
<td>$152.16</td>
</tr>
<tr>
<td>☐ MetLife formerly Safeguard (Employee &amp; Dep.)</td>
<td>$0</td>
<td>$0</td>
<td>$27.66</td>
</tr>
<tr>
<td>B. LIFE INSURANCE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ MetLife (Employee Only--$25,000)</td>
<td>$0</td>
<td>$0</td>
<td>$5.25</td>
</tr>
</tbody>
</table>

### OPTIONAL SELECTIONS

#### C. MEDICAL

- ☐ Waive Medical
- ☐ Kaiser - Employee Only
- ☐ Kaiser - Employee + 1 Dep.
- ☐ Kaiser - Employee + 2 or More
- ☐ PacifiCare Network #1 - Employee Only
- ☐ PacifiCare Network #1 - Employee + 1 Dep.
- ☐ PacifiCare Network #1 - Employee + 2 Dep.
- ☐ PacifiCare Network #2 - Employee Only
- ☐ PacifiCare Network #2 - Employee + 1 Dep.
- ☐ PacifiCare Network #2 - Employee + 2 Dep.
- ☐ PacifiCare Network #3 - Employee Only
- ☐ PacifiCare Network #3 - Employee + 1 Dep.
- ☐ PacifiCare Network #3 - Employee + 2 Dep.
- ☐ UnitedHealthCare PPO - Employee Only
- ☐ UnitedHealthCare PPO - Employee + 1 Dep.
- ☐ UnitedHealthCare PPO - Employee + 2 Dep.

#### D. VISION

- ☐ Waive Vision
- ☐ MES - Employee Only
- ☐ MES - Employee + 1 Dep.
- ☐ MES - Employee + 2 or More

### Monthly Rates

- Kaiser: $8.19
- PacifiCare Network: $53.04
- UnitedHealthCare PPO: $8.19
- MES: $16.32
- Waive Vision: $24.57
### E. CANCER CARE PLANS
- AFLEC
- American Fidelity
- Pacific Educators

### F. DISABILITY INCOME INSURANCE:
- AFLEC
- American Fidelity
- CSCP – Pacific Educators
- IC Insurance (Existing members only)
- The Standard

### G. ACCIDENT INSURANCE
- American Fidelity
- AFLEC – Personal Accident Indemnity
- IC Insurance (Existing members only)
- Mutual of Omaha (formerly Hartford)
- Prudential – AD&D

### H. LIFE INSURANCE
- American Fidelity
- IC Insurance (Existing members only)
- MetLife Supplemental
- Pacific Educators
- Prudential – Life
- The Standard – Life

### I. HOSPITALIZATION/ SICKNESS
- AFLEC – Hospital Intensive Care
- AFLEC – Personal Sickness Indemnity

### J. LONG TERM CARE
- UNUM

### K. TAX SHELTERED ANNUITIES – TAX DEFERRED
- Nationwide FBC 457: $________
- Nationwide FBC ROTH 403(b): $________
- 403b: $________

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

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

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

Signature __________________________  Date __________
EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

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

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

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

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

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

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

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

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

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
Appendix D

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

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

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

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

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

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

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersedes any State or local law or collective bargaining agreement which provides greater family or medical leave rights.
Reclassification Process Flowchart

Supervisor/Employee may initiate reclassification once every 24 months

Meeting within 30 calendar days with consultant

Response from consultant within 30 calendar days

If employee disagrees

Employee submits within 10 working days

Meet, consult and reclass committee within 30 working days

Final letter within 5 working days

If employee agrees

Superintendent/President

If employee disagrees

Governing Board

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

EMPLOYEE GRIEVANCE FORM

Employee Name ___________________________ Department ___________________________

Immediate Supervisor/Designee ___________________________ Date of Incident ___________________________

Date of Informal Discussion ___________________________ Date of Oral Response ___________________________

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

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

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

Employee's Signature ___________________________ Date ___________________________

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

(due within 7 days after receipt)

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

(due within 10 days after receipt)

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

III. Response of Fast-Finding Panel: Date of Hearing: Date of Response:

III. Response of the Governing Board Finding of Arbitrator: Date of Receipt: Date of Board Meeting: Date of Decision:

NOTES. 1. Attach all responses to this form.
2. Make two copies of all responses: One for employee and one for the District.
3. Time is of the essence at every step.
Acceptance of Work and Notice of Completion

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

2. Fordyce Construction, Inc.
   (Name of Contractor)

3. 
   (Name of Surety)

4. Description of Public Work Involved Sufficient for Identification:
   Snack Bar/Café Building 480
   as provided in contract specified herein which is on file with the Clerk of the Governing Board of the above named College District.

5. Date of Contract
   August 12, 2010

6. Acceptance of the work and materials is recommended by:
   [Signature]
   John R. Brown
   Director of Facilities, Operations & Planning
   6/20/12 (Date)

7. Acceptance of Work and Materials

   NOTICE IS HERBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title I of the Government Code (commencing with Section 4200) applies were completed by acceptance on December 7, 2011 by the Governing Board of the above named college district on the 11th day of July, 2012; Bid No. 171.

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

   Southwestern Community College District
   By __________________________
   Melinda Nish, Ed.D
   Superintendent/President

   [Code of Civil Procedure § 1192.1]
   [Government Code § 27361.6]

   VERIFICATION

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

   I declare under penalty of perjury that the foregoing is true and correct.
   Executed on July 11, 2012, at San Diego, California

   Melinda Nish, Ed.D
   Superintendent/President
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 03

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 03 – Masonry

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dick Miller, Inc.</td>
<td>$696,696.00</td>
</tr>
<tr>
<td>New Dimension Masonry Inc.</td>
<td>$782,135.00</td>
</tr>
<tr>
<td>Williams &amp; Sons Masonry, Inc.</td>
<td>$831,420.00</td>
</tr>
<tr>
<td>Bledsoe Masonry, Inc.</td>
<td>$927,720.00</td>
</tr>
<tr>
<td>Industrial Masonry, Inc.</td>
<td>$1,158,624.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:
None

Withdrawn Bids:
None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Nondisclosure Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Williams &amp; Sons</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>831,420.00</td>
</tr>
<tr>
<td>New Dimension</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>782,135.00</td>
</tr>
<tr>
<td>Dick Miller Inc</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<td>696,696.00</td>
</tr>
<tr>
<td>Bledsoe Masonry</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>927,720.00</td>
</tr>
<tr>
<td>Industrial Masonry</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>1,155,624.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Dick Miller, Inc.

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 20111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 03. On June 14, 2012, Southwestern Community College District received a total of five (5) contractor bids for Bid 194, Trade Package No. 03. Based on the bids received, the bid by Dick Miller, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 03 contract to Dick Miller, Inc.

Dick Miller, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 03. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $696,696 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf

July 11, 2012
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Dick Miller, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package # 03, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of six hundred ninety six thousand six hundred ninety six and zero cents ($696,696.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR: 
DICK MILLER, INC.
License No. ________

By ____________________________ By ____________________________

Melinda Nish, Ed.D.

Its ________________ Its Superintendent/ President

END OF DOCUMENT
Governing Board Meeting Date: July 11, 2012
Recommendation of Award Bid No. 194, Trade Package 04

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 04 – Sports Field Replacement at DeVore Stadium – Base Bid, Trade Package 04A – Sports Practice Fields Replacement—Alternate

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Byrom-Davey, Inc.</td>
<td>$2,574,067.00</td>
</tr>
<tr>
<td>Hellas Construction, Inc.</td>
<td>$2,667,108.00</td>
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<tr>
<td>Park West Landscape Construction</td>
<td>$2,800,788.00</td>
</tr>
<tr>
<td>Ohno Construction Company</td>
<td>$3,006,720.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:
None

Withdrawn Bids:
None

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

Priya Jereine
Director of Purchasing, Contracting and Central Services
**Project Title:** Central Plant/Field House and Stadium Improvement(s)  
**Location:** Chula Vista Main Campus  

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark West Landscape</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Total: <strong>2,574,067</strong></td>
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<tr>
<td>Ono Construction</td>
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<td>Yes</td>
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<td>No</td>
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<td>Hellas Const.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Byrom Davey</td>
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<td>Yes</td>
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<td>Yes</td>
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<td>No</td>
<td>No</td>
<td>No</td>
<td>Total: <strong>1,355,587</strong></td>
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</tbody>
</table>

---

Priya Jerome, Director of Purchasing, Contracting and Central Services  
John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Byrom-Davey, Inc.

RECOMMENDATION

Approve Agreement No. A3525.12 with Byrom-Davey, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 04-Sports Field Replacement at DeVore Stadium/04A -Sports Practice Field Replacement Alternate, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $2,574,067.

OVERVIEW

The requirements under Public Contracts Code 20111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 04. On June 14, 2012, Southwestern Community College District received a total of four (4) contractor bids for Bid 194, Trade Package No. 04. Based on the bids received, the bid by Byrom-Davey, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 04 contract to Byrom-Davey, Inc.

Byrom-Davey, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 04. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $2,574,067 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Byrom-Davey, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package # 04 and 04A, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of two million five hundred seventy four thousand sixty seven and zero cents ($2,574,067.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement In Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00560)
Payment Bond (DOCUMENT 00580)
General Conditions (DOCUMENT 00700)
Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00925)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including
attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required
by one of the above-named contract documents and not by others shall be done as if required
by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties,
on the day and year first above written.

CONTRACTOR:  
BYROM-DAVEY, INC.  
License No. ______

By ______________________________ By ______________________________

Melinda Nish, Ed.D.

Its ______________________________ Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A3525-10
Date: 6/2011

AGREEMENT 00500-2
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 06

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 06 - Structural Steel, Metal Decking, Misc. Metals

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
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</thead>
<tbody>
<tr>
<td>McMahon Steel Company, Inc.</td>
<td>$5,103,689.00</td>
</tr>
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</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
## Project Title:
Central Plant/Field House and Stadium Improvement(s)

**Location:** Chula Vista Main Campus

Southwestern College  
900 Otay Lakes Road  
Chula Vista, CA. 91910

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
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<td></td>
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<td></td>
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</table>

**Bid Number:** 194  
**Trade Package Number:** 6  
**Bid Opening Date:** 6/14/2012  
**Bid Opening Time:** 2PM  
**Building/Room Number:** 1683

---

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with McMahon Steel Company, Inc.

RECOMMENDATION

Approve Agreement No. A3527.12 with McMahon Steel Company, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 06-Structural Steel, Metal Decking, Miscellaneous Metals, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $5,103,689.

OVERVIEW

The requirements under Public Contracts Code 20111 - 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 06. On June 14, 2012, Southwestern Community College District received a total of one (1) contractor bid for Bid 194, Trade Package No. 06. Based on the bid received, the bid by McMahon Steel Company, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 06 contract to McMahon Steel Company, Inc.

McMahon Steel Company, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 06. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $5,103,689 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and McMahon Steel Company, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package # 06, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of five million one hundred three thousand six hundred eighty nine and zero cents ($5,103,689.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00560)
Payment Bond (DOCUMENT 00570)
General Conditions (DOCUMENT 00580)
Special Conditions (DOCUMENT 00590)
Hazardous Materials Procedures & Requirements (DOCUMENT 00580)
Recycled Content Certification (DOCUMENT 00600)
Asbestos-Free Materials Certification (DOCUMENT 00610)
Hazardous Materials Certification (DOCUMENT 00620)
Lead-Based Paint Certification (DOCUMENT 00630)
Imported Materials Certification (DOCUMENT 00640)
Drug-Free Workplace Certification (DOCUMENT 00650)
Community Outreach Business Enterprises (DOCUMENT 00660)
Prevailing Wage Certification (DOCUMENT 00670)
Workers Compensation Certification (DOCUMENT 00680)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:
MCMAHON STEEL COMPANY, INC.
License No. _________

By __________________________________ By ___________________________
Melinda Nish, Ed.D.
Its __________________________________ Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3520.12
Date: __/__/____
DATE: June 21, 2012

TO: Steven L. Crow, Vice President of Business and Financial Affairs

FROM: John R. Brown, Director of Facilities, Operations & Planning

RE: AWARD OF TRADE PACKAGE #6 (STEEL & METALS / CP/FH PROJECT

ACTION: Staff recommends award of trade package #6 (Steel & Metals)

BACKGROUND:
Bid number 194 trade package #6 (Steel and Metals, received only one bid. Governing Board members may have concerns with the legality of awarding with only one bidder, market validity of the price, and explanations for the limited bidders.

PROCUREMENT PROCESS:
This procurement was completed under Public Contracts Code 20111-20651 for public works construction, sealed bid, public bid opening. Counsel has been queried and the Governing Board only requires one responsive, responsible bidder to award. The Code has been met.

BALFOUR BEATTY CONSTRUCTION ANALYSIS: (Detailed Balfour Beatty Construction bid analysis and narrative is available)
Number of bidders: This bid package was subject to the Governing Board’s pre qualification policy. This policy involved an evaluation process of perspective bidders to identify pre qualified bidders (in this case four), in order to limit and lower District risk. Among the firms that submitted a pre-qualification, none were determined to have a negative pre-qualification status. Of the four pre-qualified bidders only three firms made a mandatory pre-bid meeting (three calendar dates were held and contractors’ were only required to attend one). Non-attendance at one of the meetings eliminated one firm from responding. Of the three remaining pre-qualified firms on bid day only one submitted a bid. The other two firms were queried by phone and had various business reasons for not responding.

Bid compared to Construction Estimate:
The overall bid total of all trade packages is within approximately 4.14% - 7.90% of the construction estimates of Balfour Beatty Construction and Gensler, which is within industry standards for estimating practices. Balfour Beatty Construction conducted a scope debriefing
with the low responsive bidder and their findings have concluded that the overall bid correlates to the construction estimate when considering the bid package scope of work inclusive of variances and project scope changes that occurred after the latest construction estimates were published.

OTHER FACTORS IN CONSIDERATION:
This trade package is on the overall critical path of the project. Approval to award will maintain the overall construction schedule. The recommended firm is a local Chula Vista enterprise, in business for approximately 14 years. Re-procurement action is not recommended for this bid package, as there are no significant benefits expected.
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 07

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 07 – Sheet Metal, Corrugated Roofing, and Cladding

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Bay Sheet Metal, Inc.</td>
<td>$1,053,540.00</td>
</tr>
<tr>
<td>EMS Construction, Inc.</td>
<td>$1,063,800.00</td>
</tr>
<tr>
<td>Challenger Sheet Metal, Inc.</td>
<td>$1,365,595.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:
None

Withdrawn Bids:
None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addsends</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verfication Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
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<tr>
<td>1 Challenger Sheet</td>
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<td>2 CMS Construction</td>
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</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Western Bay Sheet Metal, Inc.

RECOMMENDATION

Approve Agreement No. A3528.12 with Western Bay Sheet Metal, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 07 - Sheet Metal, Corrugated Roofing and Cladding, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $1,053,540.

OVERVIEW

The requirements under Public Contracts Code 20111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 07. On June 14, 2012, Southwestern Community College District received a total of three (3) contractor bids for Bid 194, Trade Package No. 07. Based on the bids received, the bid by Western Bay Sheet Metal, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 07 contract to Western Bay Sheet Metal, Inc.

Western Bay Sheet Metal, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 07. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $1,053,540 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Western Bay Sheet Metal, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package # 07, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of one million fifty three thousand five hundred forty and zero cents ($1,053,540.00, said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice Calling for Bidders (DOCUMENT 00100)
- Instruction to Bidders (DOCUMENT 00200)
- Bid Form (DOCUMENT 00300)
- Bid Bond (DOCUMENT 00410)
- Information Required of Bidders (DOCUMENT 00420)
- Designation of Subcontractors (DOCUMENT 00430)
- Site-Visit Certification (DOCUMENT 00450)
- Non-collusion Affidavit (DOCUMENT 00490)
- Agreement (DOCUMENT 00500)
- Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00600)
Payment Bond (DOCUMENT 00610)
General Conditions (DOCUMENT 00670)
Special Conditions (DOCUMENT 00680)
Hazardous Materials Procedures & Requirements (DOCUMENT 00825)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 ‘Summary of Multiple Contracts, including
attachment/appendix documents’)
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required
by one of the above-named contract documents and not by others shall be done as if required
by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties,
on the day and year first above written.

CONTRACTOR:
WESTERN BAY SHEET METAL, INC.

LICENSE NO. 

DISTRICT:
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By ____________________________ By ____________________________
___

Melinda Nish, Ed.D.

Its ____________________________ Its Superintendent/President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A.3528.12
Date: 6/20/12

AGREEMENT 00500-2
ITEM #15 F1
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 08

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 08 – Ceramic Tile

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Furnishings, Inc.</td>
<td>$260,836.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

| None |

Withdrawn Bids:

| None |

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Firm, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>2,600,836.00</td>
</tr>
</tbody>
</table>

Bid Number: 194  
Trade Package Number: 8  
Bid Opening Date: 6/14/2012  
Bid Opening Time: 2PM  
Building/Room Number: 1683

---

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
   Superintendent/President

SUBMITTED BY: Steven L. Crow
   Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Commercial Furnishings, Inc.

RECOMMENDATION

Approve Agreement No. A3529.12 with Commercial Furnishings, Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 08-Ceramic Tile, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $260,836.

OVERVIEW

The requirements under Public Contracts Code 20111 - 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 08. On June 14, 2012, Southwestern Community College District received a total of one (1) contractor bid for Bid 194, Trade Package No. 08. Based on the bid received, the bid by Commercial Furnishings, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 08 contract to Commercial Furnishings, Inc.

Commercial Furnishings, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 08. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $260,836 Cost to District/Account No.: 5-46210-718722-970
   (Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Commercial Furnishings, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package # 08, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of two hundred sixty thousand eight hundred thirty six and zero cents ($260,836.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice Calling for Bidders (DOCUMENT 00100)
- Instruction to Bidders (DOCUMENT 00200)
- Bid Form (DOCUMENT 00300)
- Bid Bond (DOCUMENT 00410)
- Information Required of Bidders (DOCUMENT 00420)
- Designation of Subcontractors (DOCUMENT 00430)
- Site-Visit Certification (DOCUMENT 00450)
- Non-collusion Affidavit (DOCUMENT 00480)
- Agreement (DOCUMENT 00500)
- Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00600)
Payment Bond (DOCUMENT 00610)
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Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00925)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (Including DOCUMENT 01000 'Summary of Multiple Contracts, including attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:
COMMERCIAL FURNISHINGS, INC.

LICENSE NO. ________

By ____________________________ By ____________________________

Melinda Nish, Ed.D.

DISTRICT:
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

ITS ________________

Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3539.12
Date: 6/20/12

AGREEMENT 00500-2
DATE: June 21, 2012

TO: Steven L. Crow, Vice President of Business and Financial Affairs

FROM: John R. Brown, Director of Facilities, Operations & Planning

RE: AWARD OF TRADE PACKAGE #8 (CERAMIC TILE) CP/FH PROJECT

ACTION: Staff recommends award of trade package #8 (Ceramic Tile)

BACKGROUND: Bid number 194 trade package #8 (Ceramic Tile), received only one bid. Governing Board members may have concerns with the legality of awarding with only one bidder, market validity of the price, and explanations for the limited bidders.

PROCUREMENT PROCESS: This procurement was completed under Public Contracts Code 20111-20651 for public works construction, sealed bid, public bid opening. Counsel has been queried and the Governing Board only requires one responsive, responsible bidder to award. The Code has been met.

BALFOUR BEATTY CONSTRUCTION ANALYSIS: (Detailed Balfour Beatty Construction bid analysis and narrative is available)

Number of bidders: This bid package was not subject to the Governing Board’s pre qualification policy. Three bidders attended a mandatory pre-bid meeting (three calendar dates were available and contractors’ were only required to attend one). Of the three possible contractors, two intended to bid. However one of the firms failed to submit their sealed bid prior to the bid time cut-off period and could not be accepted as responsive by the District. The other firm was queried by phone and had various business reasons for not responding.

Bid compared to Construction Estimate: The overall bid total of all trade packages is within approximately 4.14% - 7.90% of the construction estimates of Balfour Beatty Construction and Gensler, which is within industry standards for estimating practices. Balfour Beatty Construction conducted a scope debriefing with the low responsive bidder as well as with the two other firms that did not submit a bid. Their findings have concluded that the overall bid amount, as well as the unofficial bid amounts obtained from two companies that did not submit a bid, correlates to the construction estimate.
when considering the bid package scope of work. Had all three bidders submitted a bid on bid day, the results would have likely been competitive to each other.

OTHER FACTORS IN CONSIDERATION:
Approval to award will maintain the overall construction schedule. The recommended firm operates within San Diego County, and has been in business for approximately 55 years. Re-procurement action is not recommended for this bid package, as there are no significant benefits expected.
Recommendation of Award of Bid No. 194

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 09 - Glazing, Aluminum Sliding Glass Doors, Glazed Aluminum Curtain Walls, Mirrors, and Aluminum Ticket Window

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perfection Glass, Inc.</td>
<td>$1,745,280.00</td>
</tr>
<tr>
<td>Roy E. Whitehead Inc.</td>
<td>$1,793,860.00</td>
</tr>
<tr>
<td>Centex Glazing</td>
<td>$1,827,467.00</td>
</tr>
<tr>
<td>Tower Glass</td>
<td>$1,988,193.00</td>
</tr>
<tr>
<td>Queen City Glass Co.</td>
<td>$2,055,692.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:
None

Withdrawn Bids:
None

John K. Brown, P.E.
Director of Facilities, Operations and Planning

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>1   Rog E. Whitehead</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>1,793,860.00</td>
</tr>
<tr>
<td>2   Tower Glass</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>1,988,193.00</td>
</tr>
<tr>
<td>3   Perfection Glass</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>1,745,280.00</td>
</tr>
<tr>
<td>4   Centex Glassing</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>1,827,467.00</td>
</tr>
<tr>
<td>5   Queen City Roadway#1</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
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<td>V</td>
<td>V</td>
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<td>2,055,092.00</td>
</tr>
<tr>
<td>6   Queen City Roadway#2</td>
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<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>V</td>
<td>2,055,092.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
   Superintendent/President

SUBMITTED BY: Steven L. Crow
   Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Perfection Glass, Inc.

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 2011-20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 09. On June 14, 2012, Southwestern Community College District received a total of five (5) contractor bids for Bid 194, Trade Package No. 09. Based on the bids received, the bid by Perfection Glass, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 09 contract to Perfection Glass, Inc.

Perfection Glass, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 09. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $1,745,280 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Perfection Glass, Inc. hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package # 09, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District’s notice to proceed, as provided in the Special Conditions. As specified in District’s notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of one million seven hundred forty five thousand two hundred eighty and zero cents ($1,745,280.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
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Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR: PERFECTION GLASS, INC. 

License No. 

By ____________________________ By ______________

Melinda Nish, Ed.D.

Its ____________________________ Its Superintendent/ President

END OF DOCUMENT

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

Approval No.: A353012

Date: 6/26/12
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 10

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 10 -- Metal Stud, Drywall, Insulation, Stone Veneer, Doors, Frames, Hardware, Door Openings, Acoustical Ceiling, Painting, Wall Panels, Rough Carpentry, Roll Up Doors, Wall Covering, and Final Clean Sports Field Replacement - Base Bad

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brady Company</td>
<td>$3,995,000.00</td>
</tr>
<tr>
<td>Johnson, Finch &amp; McClure</td>
<td>$4,317,000.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

**Rejected Bids:**

None

**Withdrawn Bids:**

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addends</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification</th>
<th>Noncolegation Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Johnson &amp; Finch</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>4,817,000.00</td>
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<tr>
<td>2 Brady Company S.D.</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>3,975,000.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D. 
Superintendent/President

SUBMITTED BY: Steven L. Crow 
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Brady Company

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 20111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 10. On June 14, 2012, Southwestern Community College District received a total of two (2) contractor bids for Bid 194, Trade Package No. 10. Based on the bids received, the bid by Brady Company has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 10 contract to Brady Company.

Brady Company will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 10. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $3,995,000 Cost to District/Account No.: 5-46210-718722-970 
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Brady Company, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #10, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of three million nine hundred ninety five thousand and zero cents ($3,995,000.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice Calling for Bidders (DOCUMENT 00100)
- Instruction to Bidders (DOCUMENT 00200)
- Bid Form (DOCUMENT 00300)
- Bid Bond (DOCUMENT 00410)
- Information Required of Bidders (DOCUMENT 00420)
- Designation of Subcontractors (DOCUMENT 00430)
- Site-Visit Certification (DOCUMENT 00450)
- Non-collusion Affidavit (DOCUMENT 00480)
- Agreement (DOCUMENT 00500)
- Novation Agreement (DOCUMENT 00505)
All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:  
BRADY COMPANY

License No. _________

By _________________________  

DISTRICT:  
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Melinda Nish, Ed.D.
Its Superintendent/President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: ___35-3112___
Date: ___6/20/12___
ITEM #15 I1
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 11

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 11 – Roofing

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial &amp; Industrial Roofing Co., Inc.</td>
<td>$322,905.00</td>
</tr>
<tr>
<td>Pacific Builders &amp; Roofing</td>
<td>$363,960.00</td>
</tr>
<tr>
<td>A Good Roofer, Inc.</td>
<td>$419,472.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Wall</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 A Good Roof Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>419,472.00</td>
</tr>
<tr>
<td>2 Commercial &amp; Industrial</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>323,985.00</td>
</tr>
<tr>
<td>3 Pacific Builders</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>363,960.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Commercial & Industrial Roofing Co., Inc.

RECOMMENDATION

Approve Agreement No. A3532.12 with Commercial & Industrial Roofing Co., Inc., for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 11-Roofing, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $322,905.

OVERVIEW

The requirements under Public Contracts Code 20111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 11. On June 14, 2012, Southwestern Community College District received a total of three (3) contractor bids for Bid 194, Trade Package No. 11. Based on the bids received, the bid by Commercial & Industrial Roofing Co., Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 11 contract to Commercial & Industrial Roofing Co., Inc.

Commercial & Industrial Roofing Co., Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 11. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $322,905 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Commercial and Industrial Roofing Co., Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #11, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of three hundred twenty two thousand nine hundred five and zero cents ($322,905.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice Calling for Bidders (DOCUMENT 00100)
- Instruction to Bidders (DOCUMENT 00200)
- Bid Form (DOCUMENT 00300)
- Bid Bond (DOCUMENT 00410)
- Information Required of Bidders (DOCUMENT 00420)
- Designation of Subcontractors (DOCUMENT 00430)
- Site-Visit Certification (DOCUMENT 00450)
- Non-collusion Affidavit (DOCUMENT 00460)
- Agreement (DOCUMENT 00500)
- Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00600)
Payment Bond (DOCUMENT 00610)
General Conditions (DOCUMENT 00700)
Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00925)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:
COMMERCIAL & INDUSTRIAL ROOFING CO., INC.

License No. _________

By ____________________________ By ____________________________
Melinda Nish, Ed.D.

Its ____________________________ Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3532.12
Date: 4/28/12

AGREEMENT 00500-2
Recommendation of Award of Bid No. 194, Trade Package 12

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 12 – Specialties

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inland Empire Architectural Specialties, Inc.</td>
<td>$237,652.00</td>
</tr>
<tr>
<td>ISEC Incorporated</td>
<td>$312,573.00</td>
</tr>
<tr>
<td>Inland Building Construction Companies, Inc.</td>
<td>$362,100.00</td>
</tr>
<tr>
<td>Brady Company</td>
<td>$427,195.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jeromine
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inland Building</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>362,100.00</td>
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<tr>
<td>ISEC Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>N/A</td>
<td>Yes</td>
<td>Yes</td>
<td>312,573.00</td>
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<tr>
<td>Inland Empire Arch.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>N/A</td>
<td>Yes</td>
<td>237,652.00</td>
</tr>
<tr>
<td>Brady Company</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>N/A</td>
<td>Yes</td>
<td>Yes</td>
<td>412,195.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

July 11, 2012

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement Inland Empire Architectural Specialties, Inc.

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 20111 - 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 12. On June 14, 2012, Southwestern Community College District received a total of four (4) contractor bids for Bid 194, Trade Package No. 12. Based on the bids received, the bid by Inland Empire Architectural Specialties, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award ofBid 194, Trade Package No. 12 contract to Inland Empire Architectural Specialties, Inc.

Inland Empire Architectural Specialties, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 12. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $237,652 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Inland Empire Architectural Specialties, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #12, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of two hundred thirty seven thousand six hundred fifty two and zero cents ($237,652.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00600)
Payment Bond (DOCUMENT 00610)
General Conditions (DOCUMENT 00700)
Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00825)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:  INLAND EMPIRE ARCHITECTURAL SPECIALTIES, INC.

License No. _______

By ___________________________   By ___________________________
   Its ___________________________   Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No. 43533.12
Date: 6/12/12

AGREEMENT  00500-2
ITEM #15 K1
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 13

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 13 – Flooring

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willkom Construction, Inc.</td>
<td>$410,400.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>410,400.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Willkom Construction, Inc.

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 206111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 13. On June 14, 2012, Southwestern Community College District received a total of one (1) contractor bid for Bid 194, Trade Package No. 13. Based on the bid received, the bid by Willkom Construction, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 13 contract to Willkom Construction, Inc.

Willkom Construction, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 13. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $410,400 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Willkom Construction, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #13, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of four hundred ten thousand four hundred and zero cents ($410,400.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00460)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00600)
Payment Bond (DOCUMENT 00610)
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Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00925)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00950)
Drug-Free Workplace Certification (DOCUMENT 00960)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:
WILLKOM CONSTRUCTION, INC.

License No. _________

By ____________________________

DISTRICT:
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By Melinda Nish, Ed.D.

Its ____________________________ Its Superintendent/ President _________

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: ___________
Date: ___________

AGREEMENT 00500-2
DATE: June 21, 2012

TO: Steven L. Crow, Vice President of Business and Financial Affairs

FROM: John R. Brown, Director of Facilities, Operations & Planning

RE: AWARD OF TRADE PACKAGE #13 (FLOORING) CP/PH PROJECT

ACTION: Staff recommends award of trade package #13 (Flooring)

BACKGROUND:
Bid number 194 trade package #13 (Flooring), received only one bid. Governing Board members may have concerns with the legality of awarding with only one bidder, market validity of the price, and explanations for the limited bidders.

PROCUREMENT PROCESS:
This procurement was completed under Public Contracts Code 2011-20651 for public works construction, sealed bid, public bid opening. Counsel has been queried and the Governing Board only requires one responsive, responsible bidder to award. The Code has been met.

BALFOUR BEATTY CONSTRUCTION . ANALYSIS: (Detailed Balfour Beatty Construction bid analysis and narrative is available)
Number of bidders: This bid package was not subject to the Governing Board’s prequalification policy. Four bidders attended a mandatory pre-bid meeting (three calendar dates were available and contractors’ were only required to attend one). Of these four firms, two intended to submit bids. Unfortunately one of the firms failed to submit their sealed bid prior to the bid time cut-off time and the District could not accept the bid.). The other two firms that did not bid were queried by phone and had various business reasons for not responding.

Bid compared to Construction Estimate:
The overall bid total of all trade packages is within approximately 4.14% - 7.90% of the construction estimates of Balfour Beatty Construction and Gensler, which is within industry standards for estimating practices. Balfour Beatty Construction conducted a scope debriefing with the low responsive bidder as well as with the three other firms that did not submit a bid. Their findings have concluded that the overall bid amount, as well as the unofficial bid amounts obtained from two companies that did not submit a bid, correlates to the construction estimate.
when considering the bid package scope of work. Had all three bidders submitted a bid on bid day, the results would have likely been competitive to each other.

OTHER FACTORS IN CONSIDERATION:
Approval to award will maintain the overall construction schedule. The recommended firm operates within San Diego County, in business for approximately 55 years and is one of only two responsive low bidders that is classified as a Disabled Veteran-Owned Business (DVBE). Re-procurement action is not recommended for this bid package, as there are no significant benefits expected.
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 15

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 15 – Elevators-Electric Traction and Modular Hydraulic

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>T.L. Shield &amp; Associates</td>
<td>$864,000.00</td>
</tr>
<tr>
<td>Inland Building Construction Companies, Inc.</td>
<td>$1,127,400.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inland Bidg Const</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>$1,127,400.00</td>
</tr>
<tr>
<td>T.L. Shield Assoc</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>$8,643,000.00</td>
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</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with T.L. Shield & Associates

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 20111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 15. On June 14, 2012, Southwestern Community College District received a total of two (2) contractor bids for Bid 194, Trade Package No. 15. Based on the bids received, the bid by T.L. Shield & Associates has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 15 contract to T.L. Shield & Associates.

T. L. Shield & Associates will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 15. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $864,000 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf

July 11, 2012
THIS AGREEMENT, made this 13th day of June, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and T. L. Shield & Associates, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #15, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of eight hundred sixty four thousand and zero cents ($864,000.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:  
T. L. SHIELD & ASSOCIATES

License No. ________

By ____________________________  By ____________________________

DISTRICT:  
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Melinda Nish, Ed.D.

Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3536.12
Date: 6/12/12

AGREEMENT 00500-2
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 16

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 16 – Fire Sprinklers-Automatic Wet Pipe

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>JG Tate Fire Protection Systems, Inc.</td>
<td>$188,108.00</td>
</tr>
<tr>
<td>Bradshaw Engineering Corporation</td>
<td>$236,304.00</td>
</tr>
<tr>
<td>A-1 Fire Protection Inc.</td>
<td>$261,640.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
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<th>Workers’ Compensation Certificate</th>
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<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A1 Fire Protection</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<td>$2,101,640.</td>
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<tr>
<td>2. J&amp;G Hale Fire Sys</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td>$188,108.</td>
</tr>
<tr>
<td>3. Brad Shaw Engr. Corp</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td>$2,316,304.</td>
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</tbody>
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---

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with JG Tate Fire Protection Systems, Inc.

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 206111-20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 16. On June 14, 2012, Southwestern Community College District received a total of three (3) contractor bids for Bid 194, Trade Package No. 16. Based on the bids received, the bid by JG Tate Fire Protection Systems, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 16 contract to JG Tate Fire Protection Systems, Inc.

JG Tate Fire Protection Systems, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 16. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $188,108 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and JG Tate Fire Protection Systems, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #16, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of one hundred eighty eight thousand one hundred eight and zero cents ($188,108.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00605)
All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR: JG TATE FIRE PROTECTION SYSTEMS INC.

License No. ________

By ____________________________ By ____________________________

Its ____________________________ Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No: A353712
Date: 6/20/12

AGREEMENT 00500-2
Southwestern Community College District  
Facilities, Operations & Planning  
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 17

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 17 – Plumbing, Fire Water, Water, Sewer, Storm Drain and Gas

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interpipe Contracting, Inc.</td>
<td>$1,553,027.00</td>
</tr>
<tr>
<td>PK Mechanical Systems</td>
<td>$1,708,846.14</td>
</tr>
<tr>
<td>A.O. Reed &amp; Co.</td>
<td>$1,906,900.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome  
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
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<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Non-Collusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>Pre-Qualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.O. Reed</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,904,900.00</td>
</tr>
<tr>
<td>P.K. Mechanical</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,708,846.00</td>
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<tr>
<td>Interpipe Cont.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,553,027.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John B. Brown, Director of Facilities, Operations & Planning
ITEM #15 N2
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Interpipe Contracting, Inc.

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 206111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 17. On June 14, 2012, Southwestern Community College District received a total of three (3) contractor bids for Bid 194, Trade Package No. 17. Based on the bids received, the bid by Interpipe Contracting, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 17 contract to Interpipe Contracting, Inc.

Interpipe Contracting, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 17. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $1,553,027 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Interpipe Contracting, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #17, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District’s notice to proceed, as provided in the Special Conditions. As specified in District’s notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of one million five hundred fifty three thousand twenty seven and zero cents ($1,553,027.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00600)
Payment Bond (DOCUMENT 00610)
General Conditions (DOCUMENT 00700)
Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00925)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including
attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required
by one of the above-named contract documents and not by others shall be done as if required
by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties,
on the day and year first above written.

CONTRACTOR: INTERPIPE CONTRACTING, INC.

License No. ________

By ____________________________

DISTRICT: SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT

By ____________________________

Melinda Nish, Ed.D.

Its ____________________________

Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A3538-12
Date: 6/28/12

AGREEMENT 00500-2
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award No. 194, Trade Package 18

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 18 – HVAC-Mechanical and Controls

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jackson &amp; Blanc</td>
<td>$1,259,054.00</td>
</tr>
<tr>
<td>Bay Air Systems Inc.</td>
<td>$1,411,560.00</td>
</tr>
<tr>
<td>Alpha Mechanical</td>
<td>$1,537,500.00</td>
</tr>
<tr>
<td>A.O. Reed &amp; Co.</td>
<td>$1,716,900.00</td>
</tr>
<tr>
<td>Countywide Mechanical Systems, Inc.</td>
<td>$1,814,400.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
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<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jackson, Blanca</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,259,054</td>
</tr>
<tr>
<td>Countywide Mech</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,814,400</td>
</tr>
<tr>
<td>A. O. Reed</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,416,900</td>
</tr>
<tr>
<td>Alpha Mechanical</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,537,500</td>
</tr>
<tr>
<td>Bay Air Systems</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$1,411,560</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Jackson & Blanc

RECOMMENDATION

Approve Agreement No. A3539.12 with Jackson & Blanc, for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 18-HVAC-Mechanical and Controls, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $1,259,054.

OVERVIEW

The requirements under Public Contracts Code 206111 – 20651 as applicable for public works construction have been followed for Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 18. On June 14, 2012, Southwestern Community College District received a total of five (5) contractor bids for Bid 194, Trade Package No. 18. Based on the bids received, the bid by Jackson & Blanc has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 18 contract to Jackson & Blanc.

Jackson & Blanc will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 18. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $1,259,054 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Jackson & Blanc, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #18, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of one million two hundred fifty nine thousand fifty four and zero cents ($1,259,054.00, said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:  
JACKSON & BLANC

LICENSE NO. ______

By ____________________________  

By Melinda Nish, Ed.D.

DISTRICT:  
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

NAME: ____________________________  

Its Superintendent/ President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director  
Approval No:  
Date:  

AGREEMENT 00500-2
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award No. 194, Trade Package 19

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 19 – Electrical, Scoreboard, Fire Alarm, Security and AV Systems Backbone

Award is in Accordance with Public Contracts Codes 2011-20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neal Electric</td>
<td>$2,468,880.00</td>
</tr>
<tr>
<td>Baker Electric, Inc.</td>
<td>$2,656,800.00</td>
</tr>
<tr>
<td>Dynalectric San Diego</td>
<td>$2,658,408.00</td>
</tr>
<tr>
<td>Belco Electric</td>
<td>$2,696,246.00</td>
</tr>
<tr>
<td>Stronghold Engineering, Inc.</td>
<td>$3,659,040.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:
None

Withdrawn Bids:
None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
### Project Title
Central Plant/Field House and Stadium Improvement(s)

### Location
Chula Vista Main Campus

#### Southwestern College
900 Otay Lakes Road
Chula Vista, CA 91910

### Trade Package Number: 194
Bid Opening Date: 6/14/2012
Bid Opening Time: 2PM
Building/Room Number: 1684

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Baker Electrical</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$2,656,800.00</td>
</tr>
<tr>
<td>2. Stronghold</td>
<td>Yes</td>
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<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$3,659,040.00</td>
</tr>
<tr>
<td>3. DynElectric</td>
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<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$2,658,408.00</td>
</tr>
<tr>
<td>4. Belco Electric</td>
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<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$2,466,246.00</td>
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<tr>
<td>5. Neal Electric</td>
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<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$2,468,880.00</td>
</tr>
<tr>
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<td></td>
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</tr>
</tbody>
</table>

---

Priya Jerome, Director of Purchasing, Contracting and Central Services

John K. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with Neal Electric

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 206111 - 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 19. On June 14, 2012, Southwestern Community College District received a total of five (5) contractor bids for Bid 194, Trade Package No. 19. Based on the bids received, the bid by Neal Electric has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 19 contract to Neal Electric.

Neal Electric will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 19. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $2,468,880 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and Neal Electric, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #19, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of two million four hundred sixty eight thousand eight hundred eighty and zero cents ($2,468,880.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:
NEAL ELECTRIC

License No. 

By 

DISTRICT:
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By 

Melinda Nish, Ed.D.

Its 

Its Superintendent/President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No: 03540.12
Date: 6/12/12

AGREEMENT 00500-2
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award No. 194, Trade Package 20

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 20 – Landscape and Irrigation

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-D Enterprises, Inc.</td>
<td>$342,360.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
# Southwestern College

**Project Title:** Central Plant/Field House and Stadium Improvement(s)

**Location:** Chula Vista Main Campus

**Southwestern College**
900 Otay Lakes Road
Chula Vista, CA. 91910

**Currency:** $USD

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Ađenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>Noncollusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualified (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3B Enterprises</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>$342,360.91</td>
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**Signatures:**
- **Priya Jerome,** Director of Purchasing, Contracting and Central Services
- **John R. Brown,** Director of Facilities, Operations & Planning
ITEM #15 Q2
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
               Superintendent/President

SUBMITTED BY: Steven L. Crow
               Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with 3-D Enterprises, Inc.

RECOMMENDATION


OVERVIEW

The requirements under Public Contracts Code 206111 – 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 20. On June 14, 2012, Southwestern Community College District received a total of one (1) contractor bid for Bid 194, Trade Package No. 20. Based on the bid received, the bid by 3-D Enterprises, Inc. has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 20 contract to 3-D Enterprises, Inc.

3-D Enterprises, Inc. will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 20. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $342,360 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and 3-D Enterprises, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #20, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (616) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of three hundred forty two thousand three hundred sixty and zero cents ($342,360.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00460)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond (DOCUMENT 00600)
Payment Bond (DOCUMENT 00610)
General Conditions (DOCUMENT 00700)
Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00925)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR: 3-D ENTERPRISES, INC.
License No. ___________

By ____________________________ By ____________________________

Its ____________________________ Its Superintendent/President

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: 0354112
Date: 4/12/12

AGREEMENT 00500-2
DATE: June 21, 2012

TO: Steven L. Crow, Vice President of Business and Financial Affairs

FROM: John R. Brown, Director of Facilities, Operations & Planning

RE: AWARD OF TRADE PACKAGE #20 (LANDSCAPE & IRRIGATION) CP/FH PROJECT

ACTION: Staff recommends award of trade package #20 (Landscape & Irrigation)

BACKGROUND:
Bid number 194 trade package #20 (Landscape & Irrigation), received only one bid. Governing Board members may have concerns with the legality of awarding with only one bidder, market validity of the price, and explanations for the limited bidders.

PROCUREMENT PROCESS:
This procurement was completed under Public Contracts Code 20111-20651 for public works construction, sealed bid, public bid opening. Counsel has been queried and the Governing Board only requires one responsive, responsible bidder to award. The Code has been met.

Balfour Beatty Construction Analysis:
Number of bidders: This bid package was not subject to the Governing Board’s pre qualification policy. Three bidders attended a mandatory pre-bid meeting (three calendar dates were held and contractors’ were only required to attend one). Of these three firms, on bid day only one submitted a bid. The other two firms were queried by phone and had various business reasons for not responding.

Bid compared to Construction Estimate:
The overall bid total of all trade packages is within approximately 4.14% - 7.90% of the construction estimates of Balfour Beatty Construction and Gensler, which is within industry standards for estimating practices. Balfour Beatty Construction conducted a review of the bid and their finding have concluded that the bid amount correlates to the construction estimate when considering the bid package scope of work inclusive of variances and project scope changes that occurred after the latest construction estimates were published.
OTHER FACTORS IN CONSIDERATION:
Approval to award will maintain the overall construction schedule. The recommended firm operates within San Diego County, in business for approximately 15 years. Re-procurement action is not recommended for this bid package, as there are no significant benefits expected.
Southwestern Community College District
Facilities, Operations & Planning
Recommendation of Award of Bid No. 194

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of Bid No. 194, Trade Package 21

Project Type: Public Works/Construction

Title of Bid: Recommend Award of Southwestern College Central Plant, Field House and Stadium Improvement Project(s), Trade Package 21 – Signage

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADS Companies</td>
<td>$220,633.00</td>
</tr>
<tr>
<td>Sign Age Identity Systems, Inc.</td>
<td>$245,772.48</td>
</tr>
<tr>
<td>Realty Experts Inc.</td>
<td>$291,377.52</td>
</tr>
<tr>
<td>CNP Signs &amp; Graphics</td>
<td>$399,796.24</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

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

Priya Jerome
Director of Purchasing, Contracting and Central Services
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Addenda</th>
<th>Bid Bond</th>
<th>Designation of Subcontractors</th>
<th>Site Verification Form</th>
<th>No Collusion Affidavit</th>
<th>Workers' Compensation Certificate</th>
<th>PreQualifed (If Required)</th>
<th>Mandatory Job Walk</th>
<th>Total Base Bid with Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA Neon Products</td>
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<td>✔</td>
<td>✗</td>
<td>✔</td>
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<td>✔</td>
<td>✔</td>
<td>✗</td>
<td>$399,796.24</td>
</tr>
<tr>
<td>Reality Expert/22</td>
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<td>✔</td>
<td>✗</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✗</td>
<td>$291,372.52</td>
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<td>✔</td>
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<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>$245,772.48</td>
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<td>ABS</td>
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<td>✔</td>
<td>✔</td>
<td>✗</td>
<td>$220,483.00</td>
</tr>
</tbody>
</table>

Priya Jerome, Director of Purchasing, Contracting and Central Services

John R. Brown, Director of Facilities, Operations & Planning
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

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

SUBJECT: Agreement with ADS Companies

RECOMMENDATION

Approve Agreement No. A3542.12 with ADS Companies, for construction services related to Bid 194, Central Plant, Field House and Stadium Improvement Project(s), Trade Package No. 21- Signage, for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed $220,633.

OVERVIEW

The requirements under Public Contracts Code 206111 - 20651 as applicable for public works construction have been followed for Bid 194, Trade Package No. 21. On June 14, 2012, Southwestern Community College District received a total of four (4) contractor bids for Bid 194, Trade Package No. 21. Based on the bids received, the bid by ADS Companies has been reviewed by District staff consisting of the Director of Facilities, Operations and Planning and the Director of Purchasing, Contracting and Central Services, and has been determined to be the lowest, responsive, responsible bidder. Staff recommends acceptance of the bid and award of Bid 194, Trade Package No. 21 contract to ADS Companies.

ADS Companies will furnish all equipment, materials and labor necessary for Bid 194, Trade Package No. 21. These services will be funded by Proposition R.

FISCAL IMPACT/ACCOUNT

NTE $220,633 Cost to District/Account No.: 5-46210-718722-970
(Central Plant/Field House and Stadium Improvement(s) Prop R Funds)

JRB/jf
THIS AGREEMENT, made this 11th day of July, 2012 in the County of San Diego, State of California, by and between the Southwestern Community College District, hereinafter called the District, and ADS Companies, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Southwestern College Central Plant, Field House, and Stadium Improvement Project(s) per respective Bid No. 194, Trade Package #21, in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions. As specified in District's notice to proceed, the work shall be completed within six hundred sixteen (16) calendar days from and after the date stated in such notice, which shall include eighteen (18) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Work shall commence no later than July 23, 2012 and shall be completed no later than March 31, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of two hundred twenty thousand six hundred thirty three and zero cents ($220,633.00), said sum being the total amount of the amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bidders (DOCUMENT 00100)
Instruction to Bidders (DOCUMENT 00200)
Bid Form (DOCUMENT 00300)
Bid Bond (DOCUMENT 00410)
Information Required of Bidders (DOCUMENT 00420)
Designation of Subcontractors (DOCUMENT 00430)
Site-Visit Certification (DOCUMENT 00450)
Non-collusion Affidavit (DOCUMENT 00480)
Agreement (DOCUMENT 00500)
Novation Agreement (DOCUMENT 00505)
Notice of Intent to Award  (DOCUMENT 00510)
Notice to Proceed (DOCUMENT 00520)
Escrow Bid Documentation (DOCUMENT 00540)
Escrow Agreement in Lieu of Retention (DOCUMENT 00550)
Performance Bond  (DOCUMENT 00600)
Payment Bond  (DOCUMENT 00810)
General Conditions  (DOCUMENT 00700)
Special Conditions (DOCUMENT 00800)
Hazardous Materials Procedures & Requirements (DOCUMENT 00925)
Recycled Content Certification (DOCUMENT 00910)
Asbestos-Free Materials Certification (DOCUMENT 00920)
Hazardous Materials Certification (DOCUMENT 00925)
Lead-Based Paint Certification (DOCUMENT 00930)
Imported Materials Certification (DOCUMENT 00935)
Drug-Free Workplace Certification  (DOCUMENT 00950)
Community Outreach Business Enterprises (DOCUMENT 00960)
Prevailing Wage Certification (DOCUMENT 00980)
Workers Compensation Certification (DOCUMENT 00990)
Insurance Policies
Addenda No(s). One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) as issued
Specifications (including DOCUMENT 01000 'Summary of Multiple Contracts, including attachment/appendix documents')
Drawings & Plans

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR: ADS COMPANIES

By ____________________________ By ____________________________

License No. ________________ Melinda Nish, Ed.D.

Its ____________________________ Its Superintendent/ President ________________

END OF DOCUMENT

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A35Y7212
Date: 6/20/12

AGREEMENT 00500-2
Southwestern Community College District
Purchasing, Contracting & Central Services
Recommendation of Award of RFP

Governing Board Meeting Date: July 11, 2012

Recommendation of Award of RFP 132

Project Type: Beverage Sponsorship Agreement

Title of Bid: Recommend Award of Southwestern College Beverage Vending and Pouring Proposal

Award is in Accordance with Public Contracts Codes 2011–20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pepsi Beverages Company</td>
<td>$857,397.00</td>
</tr>
<tr>
<td>BCI Coca Cola Bottling Company</td>
<td>$490,221.00</td>
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</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:

None

Withdrawn Bids:

None

Priya Jerome  Joe Figlara
Director of Purchasing, Contracting and Central Services  Director of Food Services
Southwestern Community College District
Purchasing, Contracting & Central Services
Recommendation of Award of RFP

Governing Board Meeting Date: July 11, 2012
Recommendation of Award of RFP 134

Project Type: Educational and Facilities Master Plan

Title of Bid: Recommend Award of Southwestern College
Educational & Facilities Master Plan

Award is in Accordance with Public Contracts Codes 20111 – 20651.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cambridge West Partnership, LLC</td>
<td>$425,000.00</td>
</tr>
<tr>
<td>gkk Works</td>
<td>$438,000.00</td>
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<tr>
<td>Johnson Favaro/MAAS Companies</td>
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<tr>
<td>LPA Architects</td>
<td>$667,840.00</td>
</tr>
</tbody>
</table>

Highlighted cell indicates recommended awarding firm.

Rejected Bids:
None

Withdrawn Bids:
None

Priya Jerome
Director of Purchasing, Contracting and Central Services

Kathy Tyner
Vice President for Academic Affairs
ITEM #15 T2
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

INITIATED: Priya Jerome
Director of Purchasing, Contracting & Central Services

SUBJECT: Agreement with Cambridge West Partnership, LLC

RECOMMENDATION

Approve Agreement No. A3566.12 with Cambridge West Partnership, LLC, for the Southwestern Community College District Educational & Facilities Master Plans, related to RFP 134, for the period July 12, 2012 to July 11, 2013, in an amount of $125,000 for the Educational Master Plan, $300,000 for the Facilities Master Plan for a combined cost not to exceed $425,000.

OVERVIEW

The Southwestern Community College District solicited Proposals from qualified professionals to prepare Educational and Facilities Master Plans for the District’s physical campuses and its virtual campus (distance education) and for the institution as a whole pursuant to the 2012-15 Strategic Plan adopted by the District’s Board of Trustees and in alignment with the District’s Mission.

The District received four (4) proposals and after careful consideration, it is recommended that Cambridge West Partnership (CW/P), LLC be selected to prepare the District’s Educational and Facilities Master Plans. CW/P has an extensive experience in preparing Master Plans for other institutions similar to this District.

FISCAL IMPACT/ACCOUNT

NTE $425,000 cost to the District
$125,000 for the Educational Master Plan/Account No. 1-45110-663000-000
$300,000 for the Facilities Master Plan/Account No. 5-45110-718701-970

PJ/lh

July 11, 2012
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 Cambridge West Partnership, LLC, 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:

Please review the following documents for services information:
- RFP 134 Document
- Addendum one (1) and two (2)
- Cambridge West Partnership (CW/P), LLC Response
- Revised Price Scheduled dated July 3, 2012

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 $125,000 for the Educational Master Plan and $300,000 for the Facilities Master Plan for a total and combined amount not to exceed $425,000 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 July 12, 2012 and shall terminate on July 11, 2013. The delivery schedule for the project contracted for is per the proposal response submitted for RFP 134 by the Contractor and is set for April 11, 2013.

IV. CONFLICT OF INTEREST.

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

V. INDEPENDENT-CONTRACTOR.

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

VI. TAXES.

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

VII. MATERIALS.

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

VIII. AUDIT AND INSPECTION OF RECORDS.

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

IX. CONFIDENTIALITY AND USE OF INFORMATION.

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

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

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.
Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

XI. HOLD HARMLESS.

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

XII. TERMINATION.

The District 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 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. Contractor also agrees to carry Automobile Liability Insurance to include owned, non owned or hired with limits of one-million dollars ($1,000,000) per occurrence. Contractor will also carry Professional Liability Insurance (Errors and Omissions) with limits of one-million dollars ($1,000,000) per occurrence. 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 coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy. All specifications on insurance requirements must be adhered to as identified in the RFP 134 and duly signed as acknowledged in Appendix B of the RFP.

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.
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 11th day of July, 2012.

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

Cambridge West Partnership, LLC

Name: C.M. Brahmbhatt
SS#/Federal Tax ID:
Address: 34 Eclipse
City/State/Zip: Irvine, CA 92620
Telephone: 949-300-0580
E-mail: cm@cambridgewestpartnership.com

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

Melinda Nish, Ed. D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619 482-6301/Fax: 619 482-6413

Signature: __________________________
Date: ________________________________

Originator: Kathy Tyner, Vice President for Academic Affairs
Account No’s.: $125,000/Education Plan: 1-45110-663000-000
$300,000/Facilities Plan: 5-45110-718701-970

Approved as to form by the Director
Purchasing, Contracting & Leasing
Director
Approval No: 356612
Date: 5/12
Request for Proposals (RFP) No. 134

Educational and Facilities Master Plans

Proposal Due Date
June 21, 2012 at 10:00 am

Priya Jerome
1651 Purchasing Office,
900 Otay Lakes Road,
Chula Vista, CA 91910-7299

Via e-mail: purchasing@swccd.edu
# TABLE OF CONTENTS

Notice to Consultants .................................................................................................................. 5

RFP Schedule ............................................................................................................................. 6

District Overview ......................................................................................................................... 7

Proposal Overview ....................................................................................................................... 8

1. Information and Scope of Service ............................................................................................ 9
   - Detailed Scope of Work

2. Firm’s Minimum Qualifications Criteria .................................................................................. 12

3. Evaluation of Proposals .......................................................................................................... 13

4. RFP Content (Required Information and Forms) ................................................................... 14
   - Proposal Form A – Proposer Qualifications and Information
   - Proposal Form B – Price Schedule
   - Proposal Form C – General Terms and Conditions
   - Proposal Form D – Addenda Acknowledgement

5. Instructions for Submittal of Proposals ............................................................................... 22
   - Proposal Questions
   - Proposal Submission
   - Right to Reject
   - Proprietary Information
   - Proposal Form
   - Modifications to Proposals
   - Withdrawal of Proposals
   - Irrevocable Offer
   - Cost of Preparing Proposals
   - Oral Presentations
   - Award Without Discussion
   - Contract Commencement/Term
   - SWCCD Modifications to Proposals
   - Definition of Terms
6. Special Conditions ........................................................................................................................ 25
   - Award of Contract
   - Final Contract
   - Acknowledgement of Insurance Requirements
   - Indemnification
   - Non-Collusion Affidavits
   - Equal Opportunity Affirmative Action Statement
   - Force Majeure
   - Proposer Conduct
   - Assignment of Contract
   - Changes to Contract Terms
   - Ordinances, Laws and Regulations
   - Risk of Loss
   - Auditable Records
   - Obligation of Proposer

Appendices
Appendix A: Non-Affidavit ................................................................. 29
Appendix B: Insurance Affidavit ................................................ 30
Appendix C: Equal Opportunity Affirmative Action Statement ............................................ 31
Appendix D: Worker's Compensation .................................................. 32
Appendix E: Sample Contract ............................................................ 33
Appendix F: 2012-15 Strategic Plan, Priorities & Institutional Goals and Objectives .......... 37
Appendix G: Educational & Facilities Master Plan Samples (2) from Proposer ................. 39
Appendix H: Submission Checklist .................................................... 40
Notice to Consultants
Request for Proposals (RFP) No. 134

Notice is hereby given by the Southwestern Community College District of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than 10:00 a.m. on the 21st day of June 2012, responses to this Request for Proposal (RFP) for Preparation of the District's Educational and Facilities Master Plan.

Responses shall be received in the Office of Purchasing, Contracting & Central Services, Room 1651 located at 900 Otay Lakes Road, Chula Vista, CA 91910, on the date and at the time stated above.

All responses to this RFP shall conform and be responsive to the RFP, including its attachments/addenda.

All interested parties may request a copy of this RFP by e-mailing purchasing@swccd.edu or calling 619-482-6481. Any requests for information may be directed to Priya Jerome, Director of Purchasing, Contracting & Central Services by e-mailing purchasing@swccd.edu or pjerome@swccd.edu no later than 12:00 noon on June 12, 2012.

Melinda Nish, Ed.D.
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California
RFP 134 SCHEDULE

June 1, 2012       Advertisement in the Union Tribune
June 8, 2012       Advertisement in the San Diego Daily Transcript
June 1, 2012       Distribution of RFP
June 12, 2012      Requests for Information/Clarification
                   By 12:00 noon
June 18, 2012      Pre-Proposal Meeting
                   2:00 p.m. Room L238N/S (located by DeVore Stadium)
June 19, 2012      District’s Response to Proposal Questions By 11:00 a.m.
June 21, 2012      Proposals Due by 10:00 a.m.
June 28, 2012      Interviews (Exact Time To Be Determined)
July 2, 2012       Contract Negotiations 1:00 p.m. to 3:00 p.m. Proposer
                   Recommended for Award must have, on this day, a
                   representative who can legally agree and bind the firm to
                   the negotiations and Agreement.
July 11, 2011      Anticipated Governing Board Approval
DISTRICT OVERVIEW

The Southwestern Community College District (District), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988) and the Higher Education Center in National City (1998), and the Higher Education Center in Otay Mesa (2007), Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors fifty (50) years ago and employs approximately 800 employees (full and part time).
PROPOSAL OVERVIEW

Southwestern Community College District seeks qualified professionals to prepare Educational Master Plan and Facilities Master Plan combinedly referred to as the Master Plans for its four physical campuses and its virtual campus (distance education) and for the institution as a whole pursuant to the 2012-15 Strategic Plan adopted by the District’s Board of Trustees and in alignment with the District’s Mission.

The intent of the Educational Master Plan is to assess the external and internal environment at the District and provide recommendations on instructional programs and support programs that will meet the changing needs of the community. The objective of the Educational Master Plan is to identify both current and potential future programs of instruction and support services including expansion of existing programs, addition of new programs, and distribution of courses, programs, and services among the District’s four physical and virtual sites, and the development of a distinct identity and direction for the institution as a whole. Southwestern College’s program review, Strategic Plan and established collegial governance and decision-making processes will be important factors in the development of the Educational Master Plan. The Educational Master Plan shall provide a foundation for the Facilities Master Plan.

The intent of the Facilities Master Plan is to establish the short and long-term facilities needs of the District based upon the Educational Master Plan. The objective of the Facilities Master Plan is to determine current and future space needs, identify the building/facilities required, establish building facilities priorities, formulate project costs and recommend a resource allocation plan for the District.

While the Southwestern Community College District has the internal capacity to develop many of the required components of Educational Master Plan and Facilities Master Plan, our goal is to produce exceptional Plans that, by virtue of engaging a committed team of professionals, exceeds and expands that which the District is able to currently develop under the constraints of the District’s ongoing daily educational responsibilities to our communities. The District expects the Educational Master Plan and the Facilities Master Plan to complement each other and be a reflection of the District’s commitment to its Mission.

Interested respondents to this RFP should go to www.swccd.edu to learn more about the District. This web-site includes information regarding the Program reviews, Education Master Plan, Facilities Master Plan and Technology Master Plans that will be essential in the preparation of a response to this RFP. Please refer to the following links to assist in the preparation of your proposal:

Program Reviews:
http://www.swccd.edu/3rdLevel/index.asp?L2=535

Technology Plan
http://www.swccd.edu/Pdfs/TechPlan2011_CFINAL_3-2-2011V2SP.pdf
Educational & Facilities Master Plan 2008
http://www.swccd.edu/Pdfs/EducationalandFacilitiesMasterPlan.pdf

External Enviromental scan prepared by AECOM
http://www.swccd.edu/pdfs/20111001strategicplanningforum_handouts.pdf

The District's Strategic Plan see Appendix F.

1. **INFORMATION AND SCOPE OF SERVICE**

This Request for Proposal (RFP) serves to solicit proposals from qualified professional firms and/or individual(s) that have demonstrated ability to successfully develop, compose and produce Educational and Facilities Master Plans, while encompassing and defining prospective areas of interest beyond that is presently served by the District.

In addition to Educational Master Plans, the proposing firm must have demonstrated ability to successfully develop, compose and produce a comprehensive Facilities Master Plan, for the District's four physical campuses and virtual campus, while encompassing and defining areas of interest based upon the results/direction of the completed final Educational Master Plan.

The proposed Master Plans must review and assess all existing and proposed instructional locations within the District. The plan shall include a projection for the enrollment for all District instructional locations for the intervals 2015, 2020, and 2025. The Strategic Plan (Appendix F) and Division, School/Unit, and Discipline Program Reviews will be the primary documents used to develop the Educational and Facilities Master Plans. Any recommendations developed in the Educational and Facilities Master Plans must support the priorities in the 2012-15 Strategic Plan.

**DETAILED SCOPE OF WORK**

**Task 1**

Implement and lead a process with the District’s Education Planning and Facilities Committees to assess the current instructional programs and support services and to determine the need for future instructional programs and support services to serve the changing community.

**Activities and Expected Outcomes:**

1. In conjunction/collaboration with the Education Planning and Facilities Committees administrators, deans and faculty of the District, develop a timeline for the Master Planning Process.
2. Conduct research of the current enrollment sources to determine the Weekly Student Contact Hours (WSCH) and Full Time Equivalent Students (FTES) generated by each School/Unit and by each Center.
   a. Analyze enrollment by section
b. Determine WSCH and FTES per section
c. Determine participation rates
d. Identify Full Time Equivalent Faculty (FTEF) load ratios
e. Determine WSCH and FTES
f. Analyze lecture and lab WSCH and FTES and projected Average Square Footage (ASF) needed
g. Assess level of college support services for SWC compared to similar colleges
h. Assess program completion rates

3. Review current planning documents and concepts such as the 2012-15 Strategic Plan, 2008 Education and Facilities Master Plan and Program reviews.

4. Conduct research and present findings on the following:
   a. Scan on Conditions External to the District’s College and Centers
      i. Higher Education Policy and economic resources
      ii. Population served
      iii. Housing
      iv. Economy and employment
      v. Educational programs offered by neighboring Community College Districts and Universities
   b. Opportunities for the future
      i. Labor markets
      ii. Planning considerations for potential new programs
      iii. Curricular opportunities for improvement and expansion
         1. Programs that need strengthening
         2. Programs that might be considered
         3. Program changes and adjustments
   c. Conduct full demographic analysis of the District’s service area to determine enrollment potential and future growth.
      i. Conduct external environmental scan to determine relevance of programs to employment opportunities.
      ii. Conduct internal scan to identify enrollment trends by gender, age, ethnicity, enrollment scheduling preference and student load distribution.

5. Develop comprehensive projections for future growth and space needs
   a. Substantially interact with faculty, deans, vice presidents, administrators and designated District officials.
   b. Plan Objectives
      i. Quantify student enrollment and capacity for growth
      ii. Determine needs for space/space inventory
      iii. Translate space needs into physical form—buildings/facilities
      iv. Develop land use requirements/options
      v. Identify project site locations, scopes, costs (including projected Total Cost of Ownership) and timelines
      vi. Articulate findings into a comprehensive written plan
vii. Incorporate through the Facilities Master Plan the facilities requirements needed to support meeting the Educational Master Plan

6. Meet with administrators, deans and faculty to discuss/discern curricular possibilities.
7. From all qualitative and quantitative data assessed, develop a program of instruction and services that will best serve the District.
8. Per Title V Standards, determine all space needs for the identified academic programs of instruction and support services.
9. Identify and define space so that it is consistent with the thresholds established by the State Chancellor's Office for capacity/load ratios.
10. Position the District for state funding support for future facility development using the Initial Project Proposal (IPP) and Final Project Proposal (FPP) processes.

Task II

Create long range Educational and Facilities Master Plans for the District through the year 2025. Identify the key planning elements and parameters for long-term development; coalesce the elements/parameters into a working plan to produce a building and facilities program that will meet the future needs of the District.

Activities and Expected Outcomes:

1. Forecast the College's capacity for future growth relative to enrollment and WSCH and FTES.
3. Project the future program of instruction at five-year benchmark intervals—years 2015, 2020, and 2025.
4. Provide comprehensive review of all facilities including instructional, instructional support services, student support services, administration, athletic areas, parking, and undeveloped areas.
5. Provide comprehensive review of and recommendation on the retail/commercial facilities and operations (e.g. bookstore, cafeteria).
6. Research new and upcoming regulations and trends affecting facilities, including general accessibility issues.
7. Address traffic issues pertaining to automobiles, student access, roadways and parking walkways, and flow patterns.
8. Determine anticipated technology, utility, security, and communication infrastructure needs.
9. Prepare a written facilities assessment analysis of existing facilities.
10. Provide recommendations for energy conservation, sustainability, and LEED certifications for proposed projects.
11. Provide locations and generalized illustrations of required new facilities, expansions, modernization, and relocations.
12. Prioritize facilities and areas to be modernized and constructed.
13. Provide analysis of staffing structure and training requirements required to support the Facilities Master Plan.

14. Provide analysis of budget requirements for the maintenance of any new and modernized facilities.

15. Estimate budget and propose timeframes for the projects included in the Facilities Master Plan.

16. Project Capital Costs and Total Cost of Ownership. Develop of an institutionally agreed upon Total Cost of Ownership (TCO) model and procedure for existing, remodeled, and new facilities that systematically quantifies all costs generated over the useful lifespan of the facilities.

17. Propose District, State, and alternative funding sources and schedules for projects identified in the Facilities Master Plan. Identify a funding strategy for shared District/State financing.

18. Provide a plan for growth, space needs and physical capacity for the District’s College, Centers and Outreach areas.

19. Provide a plan for site development including enhancements and amenities.

20. Develop an all-encompassing District-wide building/facilities development program.


22. Determine the space (amount, types, design (e.g. ‘learning spaces’), and numbers) that will be required for the future academic program of instruction and support services for the College at the benchmark intervals—years 2015, 2020 and 2025.

23. Develop a phased/sequenced building and facilities program that is consistent (and in compliance) with established state guidelines for funding.

24. Articulate costs for development and implementation of the building and facilities program.

25. Address the impacts of building and facilities program on the future capacity/load ratios of the District, as projected to the year 2025.

2. FIRM’S MINIMUM QUALIFICATIONS CRITERIA

In order to be considered for this program, the Master Planning firm must meet all of the following criteria:

1. Location: The Master Planning firm must be a professional firm based in California.

2. Firms General Experience: The Master Planning firm must have completed a minimum of 5 California Community College Educational and Facilities Master Plans.

3. Firm’s Relevant Experience: The Master Planning firm must have experience with a minimum of 5 California Community Colleges.

4. Experience with Outside Governmental Agencies: The Master Planning firm must be able to demonstrate their experience in working with public agencies, i.e. California Community College Chancellor’s Office, etc.
5. **Relevant Staffing:** The Master Planning firm's proposed Project Manager must have a minimum of 5 years experience managing or working with educational programs/projects in California Community Colleges.

6. **Operational Support:** The Master Planning firm must have experience with local estimating and have a database of local construction costs.

7. **Insurance:** Meet all insurance requirements indicated in the RFP:
   a. General Liability
   b. Automobile Liability
   c. Professional Liability (errors and omissions)
   d. Worker's Compensation

3. **EVALUATION OF PROPOSALS**

Proposals will be initially evaluated on the written response to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations if desired by the District. Negotiations are scheduled to take place on July 2, 2012 and will require the mandatory presence of the representative responsible for binding the contract of the proposal submitting firm.

Proposals will be evaluated by a team of District representatives appointed by the Superintendent/President. The evaluation team will recommend award of Agreement to the Governing Board. The team's analysis will be framed within the following ranked criteria:

A) **General Criteria (20%)**:
   • Profile and overview of Proposer
   • Compliance of the required forms and certificates.
   • Completeness of the proposals and adherence to proposal format and forms.

B) **Specialized Criteria (40%)** (Proposal Form A):
   • Strict conformance to Minimum Qualification Criteria
   • Specialized experience and technical competence of the firm considering the type of service required, record of performance, and experience of proposed personnel
   • Specialized experience and technical competence of the proposed staff considering the type of work
   • Knowledge and understanding of the local environment and local presence for interfacing with the District
   • Stability of the firm
   • Demonstrated Master Planning management experience

C) **Other Criteria (40%)**
   • Pricing (Proposal Form B):
   • Interview and Presentation
4. RFP CONTENT (Required Information and Forms)

PROPOSAL FORM A
Proposer Qualification and Information

1. Cover Letter

The individual who is authorized to bind the Educational and Facilities Master Planning firm (hence, “Proposer”) contractually must sign the cover letter, which must accompany the Proposer’s RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer’s firm. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer’s name, address, e-mail, telephone, and facsimile number.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for 90 days.
- A statement expressing the Proposer’s willingness to perform the services as described in this RFP.
- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- A statement expressing the Proposer’s availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. Profile and Overview of Proposer

a. **General overview** of the company. Describe the philosophy and areas in which the Proposing firm excels especially as it relates to this specific project.

b. **Process** - Define and outline the process that will be followed to complete the scope of services.

c. **Approach** - It is the responsibility of the Proposer to deliver both the Educational Master Plan and the Facilities Master Plan. Describe the techniques to be employed, anticipated work plan and schedules, include the qualitative and quantitative data elements that will be used in delivering data-driven Master Plans.
d. **Statement of Qualifications/Team Description and Relevant Professional Experience** – Provide names and the educational and professional backgrounds of each team member, including sub-consultants, if applicable. Describe experience of each team member relative to college/campus long-range and master planning and the proposed role for each team member.

e. **Project Experience** – List projects in chronological order in which team members were involved. Indicate whether project was done by firm or by team member when employed in another firm.

f. **Participation** - What strategies will you use to assure appropriate participation from college constituencies?

g. **Current Work** - List of Educational/Facilities Master Plans completed within the past 5 years, including names of contacts. Provide as samples of at least two completed projects. (Submit Samples as Appendix G).

h. **Client Relationships and References** – Provide names, addresses, telephone numbers, and email addresses of at least four clients who can evaluate work that has been completed by the consultant(s)/firm in the past five years.

i. **Collaborations** - Is the Proposal a joint venture? Please describe the division of responsibilities between the participating companies, reason for teaming, the offices that will be primary participants and the percentage of interest of each firm. All costs associated with this joint venture is the sole responsibility of the proposer.

j. **Other** information that better describes the attributes of your firm.

k. **Completion Timeline** – Time is of the essence in this project, propose a timeline using a nine-month completion date, commencing ______________, and provide a detailed schedule of activities and benchmarks for completing the scope of the Master Plan.

l. **District Contract** - Identify any term or condition contained in the District's Independent Contractor Agreement for which modification is requested (Appendix E).

m. **Submission** - 10 copies of the proposal, spiral bound, with tabs and one reproducible CD with the proposal saved on it and via email.
3. Proposer Corporate Information

- Type of Firm: Corporation: _____ Proprietorship: _____ Partnership: _____
  Joint Venture: _____ Other (please describe): _____________________________

- Business License Number: ________________________________

- Number of years in business under firm name: ________________

- Full name of firm's officers and managing employees as related to this Contract:

- Has the firm changed its name within the past 3 years?
  YES ☐ NO ☐
  If yes, provide former name(s): _____________________________

- Have there been any recent (within the last three years) changes in control/ownership of the firm?
  YES ☐ NO ☐
  If yes, explain: ____________________________________________

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
  YES ☐ NO ☐
  If yes, please explain: _______________________________________

- List any legal actions pending against the company or members of the team.

- List any current unresolved disputes/allegations against the firm or team member.
## PROPOSAL FORM B
### Price Schedule

**A. Billable Hours:** Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

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<th>Team Member Title</th>
<th>Hourly Billable Rate</th>
<th>Total Est. Project Hours</th>
<th>Extended Cost</th>
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**B. Billable Costs:** Please indicate your billable costs for the following project functions. If these costs are included in your billable rates above, please mark "included".

**Travel:**
- Transportation
  - Mileage
  - Lodging
  - Subsistence
  - Other

**Communication:**
- Phone/Fax
- Mail/UPS
- Express/Delivery Svcs
- Other

**Production:**
- CAD/Plotting
- Shipping
- Copy/Printing
- Equipment Rental
- Subcontracted Services
- Agency Review
- Other
C. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursables and their respective unit costs:


TOTAL PROPOSAL FEE NOT TO EXCEED: $__________________________
(including all billable hours and costs referenced above in Sections A, B & C)
PROPOSAL FORM C
General Terms and Conditions

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of ninety (90) calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informalities in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final Agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud.

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one-(21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract on July 12, 2012 or within ten (10) calendar days following the District's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.
District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY.

Company Name

Mailing Address

City, State, and Zip Code

Telephone Number  FAX Number

By: Signature (Manual)

By: Signature (Typed)

Title
Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

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5. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

PROPOSAL QUESTIONS
All questions regarding this Request for Proposals should be sent to the Purchasing Department Mailbox:
  e-mail: purchasing@swccd.edu
Questions must be sent via e-mail. Questions will only be accepted until June 12, 2012 no later than 12:00 noon. The e-mail subject line should read: “Your company name/Questions regarding RFP No. 134” No direct responses will be sent to the company asking the question. Questions we feel need to be responded, will be answered in the form of an addendum and sent to all potential respondents on/about June 19, 2012.

PROPOSAL SUBMISSION
It shall be the responsibility of the Proposer to assure that Proposals are received as follows:

Proposals are to be submitted to the Purchasing Department via e-mail to purchasing@swccd.edu no later than 10:00 a.m. on June 21, 2012. The Proposal must be submitted in a single attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Subject line of e-mail containing submitted proposal should include and read “name of your company/submittal for RFP No. 134.”

Upon receipt, a confirmation email will be sent. It is the responsibility of the Proposer to confirm that the Proposal was received on time.

Proposer must also submit 10 copies of the proposal, spiral bound, with tabs and one reproducible CD with the proposal saved on it. This proposal package should be enclosed in a sealed envelop bearing the name of the Proposer. All proposals must be received on or before the above mentioned due date and time. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be sent to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome
Director of Purchasing, Contracting and Central Services
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910
(Room 1651 is located in the back of Parking Lot D)

RIGHT TO REJECT
This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. Award will be based on proposer’s qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District’s Governing Board.
PROPRIETARY INFORMATION
In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

PROPOSAL FORM
Oral, telephone, facsimile (fax machine) proposals will not be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer’s ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No proposal shall exceed ten (10) back to back pages in length plus any pricing schedule(s), exhibits, or attachments.

MODIFICATIONS TO PROPOSALS
No oral, telephone, telegraphic or facsimile proposals or modifications will be considered.

WITHDRAWAL OF PROPOSALS
Any Proposer may withdraw their proposal by written request via e-mail to purchasing@swccd.edu at any time prior to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: “your company name/withdrawal of RFP No. 134.” No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

IRREVOCABLE OFFER
Proposals shall be considered irrevocable offers for a period of ninety-(90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS
Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

ORAL PRESENTATIONS
Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the District. The District will schedule the time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to the selection criteria.
AWARD WITHOUT DISCUSSION
The District reserves the right to make an award without further discussion of the proposals received. It is therefore critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM
It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award will be made prior to commencement of performance. Initial performance period is anticipated to be from July 12, 2012 to July 11, 2013 and is subject to change based on award of RFP. The District and Proposer may mutually agree, in writing, to extend the term of this agreement prior to its expiration.

SWCCD MODIFICATIONS TO PROPOSALS
Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SWCCD Purchasing. Addenda will be e-mailed to all that are known to have received a copy of the RFP. Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the completed addendum acknowledgment(s) Form D, prior to or with the proposal.

Negotiation: District reserves the right to negotiate the final pricing before award of business.

Definition of Terms
The designation of District refers to the Southwestern Community College District, a political subdivision of the State of California.

The term Proposer refers to companies, which choose to submit proposals for the District's Educational and Facilities Master Plan.

Reference to District refers to Southwestern Community College District.

The terms "Contract" and "Agreement" shall be used interchangeably within this document.

"Mutually agreed upon"
In relation to any terms of this agreement, the Vice-President of Business and Financial Affairs will be the agent for the Governing Board.

Throughout this document, the term District shall be used to designate the rights and responsibilities of the Southwestern Community College District.

The term Proposer shall be used to designate the rights and responsibilities of the successful firm responding to this RFP.
6. SPECIAL CONDITIONS

AWARD OF CONTRACT
It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on July 11, 2012. The award will be made to the one responsible firm which is judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT
The following documents are considered part of the final Agreement, in order of precedence:

A. The final Agreement between District and the Proposer;
B. All schedules, implementation plans, service descriptions, and the like, developed during the proposal evaluation phase is for inclusion in the Final Agreement;
C. The Proposer's proposal in total, including all addenda and attachments;
D. This RFP as originally released, with Appendices, Exhibits, and any addenda released prior to proposal opening;
E. RFP Response and any addenda released prior to proposal opening.

District may terminate any resulting Agreement(s) for convenience at any time by giving the proposer written notice thereof. The effective date of termination shall be the date of Notice of Termination.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

The Insurance Requirement Affidavit must be completed (please see Appendix B), notarized and returned with the proposal. The affidavit will determine compliance with the following insurance requirements. Failure to furnish the insurance Requirement Affidavit with returned proposal will result in proposal being declared non-responsive and Proposer will be ineligible for the award.

Note: The District shall be named as an additional insured party on Proposer's general liability policy and any excess/umbrella liability insurance policies.

The certificate of insurance shall state that the Proposer agrees to waive subrogation against the District, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance, including the deductible portions thereof. Certificates of insurance shall evidence the waivers of subrogation.

All provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
Insurance certificates for the stated requirements must be furnished to the Director of Purchasing, Contracting & Central Services prior to commencement of work.

Insurance shall be written by companies acceptable to the District, licensed to transact business in the State of California.

The Proposer shall furnish the District certificates evidencing the required insurance which shall not be cancelable unless thirty-(30) calendar days advance notice is given to the certificate holder. When requested by the District, copies of any of the Proposer’s policies must be furnished; otherwise, the District shall require certificates only.

It shall be the Proposer’s responsibility to ensure that new and replacement certificates of insurance are submitted to the Director of Purchasing, Contracting & Central Services as they are issued or changed; also, the Director of Purchasing, Contracting & Central Services shall be notified if a listed coverage will not be renewed at time of expiration. Certificates shall be mailed to the following address:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
Attention: Priya Jerome  
Director of Purchasing, Contracting and Central Services  
900 Otay Lakes Road, Room 1651  
Chula Vista, CA 91910

Approval, disapproval, or failure to act by District regarding any insurance supplied by Proposer shall not relieve Proposer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate Proposer from liability.

No special payment shall be made by the District for any insurance that the Contractor may be required to carry.

INDEMNIFICATION

The Proposer, in performing its obligations under this Contract, is acting independently and the District assumes no responsibility or liability for Proposer’s acts or omissions to third parties and Proposer agrees to indemnify and hold harmless the District, its officers and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by Proposer’s breach of the terms or provisions of this Contract, or by any negligent act or omission of Proposer, It’s officers, agents, employees or invitees in the performance of this Contract, except that the indemnity specified in this paragraph shall not apply to any liability result in from the sole negligence of the District, its officers or employees, and in the event of joint and concurrent negligence of both the Proposer and the District, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of California; without, however, waiving any governmental immunity available to the District under California law and without waiving any defense of the parties under California law. This paragraph is solely for the benefit of
the Proposer and District and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

NON-COLLUSION AFFIDAVITS
Affidavits are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT
Proposer must accept and sign the equal opportunity and affirmative action statement set forth in Appendix C.

FORCE MAJEURE
Neither the District nor the Proposer shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes or other causes beyond the reasonable control of either party. In the event of any occurrence with a party considers may cause a delay or failure of performance, the party affected shall promptly notify the other party.

PROPOSER CONDUCT
During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any District employees or members of the Governing Board unless at the request of District's designated contact person (Director of Purchasing, Contracting and Central Services) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ASSIGNMENT OF CONTRACT
The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the District.

CHANGES TO CONTRACT TERMS
If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the District and the Proposer's.

ORDINANCES, LAWS AND REGULATIONS
The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations.
RISK OF LOSS
The Proposer shall bear the full responsibility for all risk of loss resulting from vandalism or theft of money, merchandise or equipment.

AUDITABLE RECORDS
The Proposer shall maintain such account books and records in connection with its performance of the contract as may be reasonably required by the District, including adequate cash register detail to support reports of gross sales. Such books and records shall be available locally or be made readily accessible with reasonable notice. The Proposer shall provide the District with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. The Proposer shall, at any reasonable time DURING THE CONTRACT TERM AND FOR A PERIOD OF NOT LESS THAN TWO YEARS FOLLOWING THE COMPLETION OF WORK UNDER THE CONTRACT, afford the "DISTRICT'S" agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to the performance of the contract and shall, upon request by the District, produce and exhibit all such records.

OBLIGATION OF PROPOSER
At the time of the submittal of proposals each Proposer will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any Proposer to thoroughly inspect the sites, or to examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to this proposal.
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California )
) ss.
County of___________________________ )

__________________________, being first duly sworn, deposes and says that he or she is___________________________ of __________________________, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

__________________________
Signature

__________________________
Date
APPENDIX B

INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of __________________________________________ ss.
County of __________________________________________ 

The undersigned, being first duly sworn, deposes that he/she is __________________________ 

Of __________________________ hereby called the Proposer; that the Proposer has submitted a proposal to manage and operate the two bookstores of the Southwestern Community College District, herein called the District.

The Proposer agrees that he/she is familiar with the circumstances affecting the preparation and making of such proposal, and is properly qualified to make this affidavit; that he/she certifies the following.

Proposer is insured with policy limits not less than the following:

a. Commercial General Liability:
   - Bodily Injury & Property Damage $2,000,000 General Aggregate
   - Bodily Injury & Property Damage $1,000,000 Products Aggregate
   - Bodily Injury & Property Damage $1,000,000 Each Occurrence
   - Bodily Injury & Property Damage $50,000 Fire Damage Limit
   - Bodily Injury & Property Damage $5,000 Medical Expense Limit

b. Auto Liability to include owned, non-owned, and hired:
   - Bodily Injury $1,000,000 each person
   - Bodily Injury $1,000,000 each accident
   - Property Damage $1,000,000 each accident

or

   Combined Single Limit $1,000,000 each accident

c. Worker's Compensation Coverage* Statutory for State of California

d. Professional Liability (Errors and Omissions)
   - $1,000,000 Each Occurrence

*Alternatively, a State of California Certificate of Self-insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance.

Subscribed and sworn to before me
Firm__________________________
this _______ day of ________, 2012.

Signed__________________________

______________________________
Notary Public
My commission expires______________

Title______________________________

______________________________
My commission expires______________
APPENDIX C

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Every person, firm, company or corporation with whom the Southwestern Community College District does business in the amount of $10,000 or cumulative contracts totaling $10,000 is required to sign the following statement:

Suppliers will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, age, national origin or physical handicap.

Name of individual, company or corporation.

By: ___________________________________________

(Corporate Seal)

Title: _________________________________________

Address: _______________________________________

City ___________ State ___________ Zip Code ____
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

__________________________
Name of individual, company or corporation.

By: ________________________________

(Corporate Seal)

Title: ________________________________

Address: ________________________________

__________________________  ____________  ____________
City  State  Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
APPENDIX E

SAMPLE CONTRACT
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 ___________ 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:

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 $______ 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 __________ and shall terminate on __________.

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 non-parties 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 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 or omissions of the Contractor to the extent actually caused by 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. Contractor also agrees to carry Automobile Liability Insurance to include owned, non owned or hired with limits of one-million dollars ($1,000,000) per occurrence. Contractor will also carry Professional Liability Insurance (Errors and Omissions) with limits of one-million dollars ($1,000,000) per occurrence. 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 coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy. All specifications on insurance requirements must be adhered to as identified in the RFP and duly signed as acknowledged in Appendix B.

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 is filed against Contractor under the provisions of the California Workers’ Compensation Act 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.
XX. NON-WAIVER.

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

XXI. SEVERABILITY.

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

XXII. ASSIGNMENT.

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

XXIII. LAWS GOVERNING.

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

XXIV. ENTIRE AGREEMENT/MODIFICATION.

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

XXV. NOTICES.

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

This Contract is entered into this ____ day of ________, 2012.

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

Company Name

Name: ____________________________
SS#Federal Tax ID: __________________
Address: __________________________
City/State/Zip: ______________________
Telephone: _________________________
Fax: _______________________________

Are you a District employee? ☐ Yes ☐ No

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

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

Signature: __________________________
Date: ______________________________

Southwestern Community College District

Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299

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

Signature: __________________________
Date: ______________________________

Originator: __________________________
Account No.: ________________________

36
## Strategic Priorities - Institutional Goals and Objectives

<table>
<thead>
<tr>
<th>Strategic Priority</th>
<th>Institutional Goals</th>
<th>Institutional Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Teaching and Learning</strong></td>
<td>SWC will provide excellent instruction and develop a culture of independent thinkers and learners.</td>
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</tbody>
</table>
  • Develop and implement a professional development program for instructors teaching via distance education to enhance consistent quality of instruction  
  • Develop and implement a plan for infusing critical thinking into all aspects of the student experience |
| **Student Access** | SWC will promote a student-centered climate that provides equal access to educational achievement through collaboration that values diversity. |  
  • Explore alternative scheduling options to increase access to growing populations  
  • Promote the Higher Education Centers as critical access points in the communities served by the College District  
  • Increase student access through the use of technology (e.g., interactive website, online support services, etc.) |
| **Student Success** | SWC will promote a culture of academic success by creating a safe and supportive environment that enables students to achieve their educational goals. |  
  • Promote student success by increasing retention, persistence, and completion  
  • Enhance instruction, student support services, and operational effectiveness by fostering cultural competency  
  • Promote student success by providing identical student and instructional support services for online students as are available for students who attend classes on campus |
| **Economic, Workforce and Community Development** | SWC will contribute to the region's economic revitalization through resources that support the expansion of local business & industry and by expanding programs that generate new & vital workforce & business development opportunities for students and community. |  
  • Implement & maintain a College-wide Workforce and Business Development (WBD) Plan that promotes current SWC programs supporting economic, workforce and community development efforts and to identify new and emerging opportunities  
  • Support the creation, retention, and expansion of business and industry to contribute to the revitalization of our local economy  
  • Increase Cooperative Work Experience Education program (CWEE), service learning practicum, internships & other learning opportunities between SWC, Industry & Business |
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<tr>
<th>Strategic Priority</th>
<th>Institutional Goals</th>
<th>Institutional Objectives</th>
</tr>
</thead>
</table>
| **Organizational Effectiveness** | • SWC will provide effective implementation of organizational goals/strategies by cultivating and sustaining processes, systems and culture that supports optimal organizational structure, capacity and capability.  
• SWC will meet the evolving needs of students, faculty, staff and community in support of an innovative learning environment. | • Promote and sustain a culture of evidence based on data-driven decisions that support continuous improvement efforts and student success  
• Support, promote and sustain shared planning and decision-making through the Shared Consultation Council as the central point of constituency review and approval of institutional infrastructure processes  
• Review and update College District policies and approve procedures for such policies with full constituency input |
| **Institutional Technology and Research** | • SWC will meet current and anticipated technology needs required to support and enhance the educational and workplace experience. | • Increase the integration of information technology systems needed for instruction, student support, online learning, operations, research, auxiliary services and security.  
• Upgrade the network infrastructure district-wide, including wireless and Wide Area Networks, to better serve the needs of academic, student and administrative services.  
• Support the development of the Office of Institutional Effectiveness for increased availability of data, research, and grants as well as improved institutional planning. |
| **Physical and Financial Resources** | • SWC will act in a responsible, accountable and transparent manner in budget and financial matters, and will actively and ethically seek outside sources of funding in order to preserve financial solvency.  
• SWC will provide that the college's design and infrastructure meets the evolving needs of all students, faculty, staff and community in support of an innovative learning environment. | • Establish and provide financial information systems that are transparent and easily accessible in support of the budget development process.  
• Maximize utilization of existing facilities and develop new facilities based on ever-changing student learning needs, emerging technologies, Governing Board goals and the SWC Strategic Plan. |
| **Human Resources** | • SWC will recruit, hire and train qualified and diverse staff, faculty, and administrators, demonstrating its commitment to providing an equitable and inclusive environment which supports professional growth and academic success of all employees and students. | • Develop and implement a system that allows full participation for faculty and staff in order to support internal processes and integrated planning.  
• Create and sustain a culture of inclusion at SWC that supports the charge of the Diversity and Equity Committee as well as promotes trust, respect and collaboration |
APPENDIX G
Educational & Facilities Master Plan Samples (2)
To be provided by the Proposer
## APPENDIX H

Southwestern Community College District
Educational and Facilities Master Plan
Submission Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>Included in RFP Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Form A: Proposer Qualifications and Information</td>
<td></td>
</tr>
<tr>
<td>Proposal Form B: Price Schedule</td>
<td></td>
</tr>
<tr>
<td>Proposal Form C: General Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td>Proposal Form D: Addenda Acknowledgement</td>
<td></td>
</tr>
<tr>
<td>Appendix A: Non Collusion Affidavit</td>
<td></td>
</tr>
<tr>
<td>Appendix B: Insurance Affidavit</td>
<td></td>
</tr>
<tr>
<td>Appendix C: Equal Opportunity Affirmative Action Statement</td>
<td></td>
</tr>
<tr>
<td>Appendix D: Contractor's Certificate Regarding Worker's Compensation</td>
<td></td>
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<tr>
<td>Appendix E: Sample Contract</td>
<td></td>
</tr>
<tr>
<td>Appendix F: 2012-15 Strategic Plan/Strategic Priorities/Institutional Goals &amp; Objectives</td>
<td></td>
</tr>
<tr>
<td>Appendix G: Educational &amp; Facilities Master Plan Samples (2)</td>
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<td>Appendix H: Submission Checklist</td>
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Southwestern Community College District  
Purchasing, Contracting & Central Services  
RFP 134 Request for Information and Pre-Proposal Meeting Questions

Addendum No. 1  
June 19, 2012

The following questions were submitted by the RFI deadline of June 12, 2012 by 12:00 noon or asked at the Pre-Proposal meeting held on June 18, 2012 at 2:00 p.m.

All questions are presented on this addendum as written and received in the Purchasing mailbox.

1. What committee will our planning team be reporting to (i.e. that will represent the College/District) relative to progress of work, inputs and final determinations? If not a committee, can you describe the process for arriving at confirmation of a final outcome?
   - The Vice President for Academic Affairs will serve as the Lead and contact person for this RFP.
   - Committees providing input and actively participating in this process are 1) Educational Planning and Enrollment Management Committee, 2) Institutional Facilities Committee.

2. Does the College have any new centers that are on the radar screen between the present and year 2025?
   - Currently our Higher Education Centers at National City and San Ysidro are in the process of establishing Center Status.
   - With the Bond in effect, please look for information online in the Proposition R information area for new construction and updates. (www.swcbuilds.com)
   - District expects consultant to address the requirement of new centers as part of their EMP.

3. Will we be able to coordinate with the College for meetings with the various sites on a two-day visitation schedule so that we can maximize our on-campus presence?
   - Yes.

4. Can you confirm our assumption that the deliverables will be an Educational Master Plan plus a separate Facilities Master Plan as distinguished from the single joint document produced in 2008?
   - Deliverables will be an Educational Master Plan plus a separate Facilities Master Plan which combined will become the District’s Educational and Facilities Master Plan.

5. Will there be a need for gathering community input? If yes, is there a mechanism / vehicle that the College presently uses for this purpose?
   - Yes, the District intends to conduct at least two (2) public forums to solicit information for this process.

6. What provisions, if any, do you have for conducting surveys within the various campus sites?
   - District will conduct surveys through its Office of Institutional Effectiveness, using on-line survey tools.
7. **Task II, Item 5, Review and Recommendations of Retail / Commercial Facilities and Operations:** Could the District please interpret / define the intent of the phase “comprehensive review”. Is it the intent of the District to 1) define the physical space required for food and merchandizing services and the suggested location(s) / distribution of such services (i.e. a planning issue) or 2) does it pertain to the types food services required to meet market needs and / or how food services might be best operated - e.g. internally, within the College, via 3rd party vendors, etc. (an operational issue). Would this be considered as a feasibility study / review? Would the District entertain the concept of bidding this as an alternate?

- The review is to establish how the Food Service and Bookstore operation is best operated internally within the college or if it would be best feasible to outsource the operations to 3rd party management/vendor.
- Based on the review/analysis, recommend physical space allocation and suggested location.
- Important consideration to note is that the Food Service Program should be an integral part and works in tandem with Districts Culinary Arts Program.

8. **Task II, Item 7, Addressing Traffic Issues:** Is this intended to be 1) a review of on-site relationships between vehicles, pedestrians, parking and circulation via a qualitative review or 2) traffic circulation issues that relate to getting to and from the campus and require the assemblage of quantitative data? The former would be an assessment, with recommendations for improvements based on discussions with the Colleges and visual observations relative to traffic flow and parking issues. It would include elements such as constricted or limited access conflicts between vehicular, service and pedestrian flows; balance /distribution of parking, etc). The latter review would require the addition of traffic consultant to the planning team to measure traffic flows, conduct intersection analysis, assess travel segment times and distances, etc.). It would result in detailed solutions. Once defined, i.e. either an on-campus qualitative review or more detailed quantitative review, would the District entertain the concept of bidding this as an alternate?

- Address and provide an analysis and review of the ingress and egress of District traffic for the Chula Vista campus and its Centers.
- Review traffic; parking; student access; parking walkway & vehicle and pedestrian flow patterns internally as it effects the day to day operation of the college and its centers.
- As for the successful consulting firm, present your response to address the need if that is the course/recommendation adopted as a deliverable.

9. **Task II, Item 8, Infrastructure Needs:** Is there an infrastructure plan in place? Is there a recent study for utilities on the campus? Should the successful consultant for the EMP/FMP consider such a study as needed within the deliverables? Would the District entertain the concept of bidding this as an alternate?

- It is the Districts expectation that the Educational and Facilities Master Plan comprises a thorough evaluation of the technology, utility, security, & communication infrastructure needs and make a recommendation for future needs in each of the areas.
10. **Task II, Item 9, Facilities Assessment:** To assess facility conditions, our planning team typically relies on on-campus site visits and the Facility Condition Index (FCI) provided by the state in the FUSION Program. These are non-engineered assessments that speak to the current conditions of each facility on campus. Is the intention of the District to have the consulting team produce an engineered campus / facilities assessment for each campus location as a deliverable? If yes, would the District entertain the concept of bidding this as an alternate?

- No.

11. **Task II, Item 10, Energy, Sustainability, LEED Certification:** Is the intent to have the planning team work with the District to establish goals / guidelines and benchmarks (ie – achieve a specific level of LEED certification, exceed Title 24 by x%) for the implementation of sustainable measures to achieve energy efficiency, manage resources, practice good stewardship of financial resources, and educate the student body through the implementation of best practices regarding the modernization and / or new construction of campus facilities?

- Yes.

12. **Task II, Item 13, Analysis of Staffing Structure:** Is the District’s intent to have this component be part of the FMP deliverables or a separate study / analysis that is conducted after the completion and approval of the FMP? Would the District entertain the concept of bidding this as an alternate?

- To be part of the Facilities Master Plan deliverable.

13. **Task II, Item 14 and Item 16, Budget Requirements for Maintenance and Total Cost of Ownership:** Is it the District’s intention to have these items within the context of the FMP or as a separate, stand-alone component? Would the District entertain the concept of bidding this as an alternate, perhaps in conjunction with Task II, Item 13?

- To be part of the Facilities Master Plan deliverable.

14. **Task II, Item 21, Land Use Options:** Would the District please confirm that the intent is to identify underutilized land and suggest opportunities / provide general recommendations for possible uses which might benefit the District?

- The intent is to identify the current land use and underutilized land and suggest land opportunities provide general recommendations for possible uses which will potentially benefit the District.

15. Is the cover letter included in the 10 double-sided pages?

- No.

16. Is Appendix D (Contractor’s Certificate Regarding Workers’ Compensation) to be included in the proposal?

- Yes.

17. Is Appendix E (Sample Contract) to be included in the proposal? We understand that comments on the contract are to appear in Section 2.L.

- Yes.
18. Is Appendix F (Strategic Plan) to be included in the proposal?
   • Strategic Plan is provided as part of the RFP to proposers for information purposes only.

19. Is Appendix H (Submission Checklist) to be included in the proposal?
   • Yes.

20. Should Proposal Form B (Pricing) be in a separate envelope, or should it be bound with the proposal
    (and in what location)?
   • Include in Proposal.
   • Use format – Proposal Form B provided in RFP.

21. Do we need to submit 10 hard copies of the two sample master plans?
   • Please provide one reproducible CD with the sample master plans saved on it.
   • Two (2) hard copies of two (2) sample plans.

22. Can the RFP be submitted in hard copy if the proposal is larger than 10 MB?
   • It is the District request that all submissions be made electronically, submitting electronically
     permits the District to have an accurate time stamp of submission.
   • If for any reason your proposal is too large to transmit in one e-mail, please transmit in several
     attachments (2 or 3 attachments/e-mails)

23. Will Appendix B, Insurance Affidavit, require Notarization?
   • In this case, the requirement to have the Insurance Affidavit Form Notarized will be waived.

Special Notes:

If you have any documents which you deem as Proprietary/Confidential in nature, please submit that
documentation as separate cover marked “Proprietary/Confidential” when submitting your completed proposal.

Please be aware that we are a Public Institution and cannot guarantee the confidentiality of any documents once
they are in our possession per the Public Records Act; Government Code Sections 6250 – 6270.

[Signature]
Priya Jerepe
Director of Purchasing, Contracting & Central Services

[Date] 6/19/2012
1. The two (2) samples of the Education and Facilities Master Plan do not need to be e-mailed with your proposal. Submit the two (2) samples as follows:

- Please provide one reproducible CD with the sample master plans saved on it.
- Two (2) hard copies of two (2) sample plans.

Priya Jerome  
Director of Purchasing, Contracting & Central Services  
Date: 6/20/2012
June 20, 2012

Priya Jerome
1651 Purchasing Office
900 Otay Lakes Road
Chula Vista, California 91910-7299

RE: Request for Proposal (RFP) No. 134, Educational and Facilities Master Plan

Dear Priya,

Cambridge West Partnership, LLC (Cambridge West) is pleased to submit this response to Southwestern Community College District’s Request for Proposals (RFP) Number 134, Educational and Facilities Master Plans.

As Managing Director of Cambridge West, I acknowledge the terms and conditions set forth in your cover letter requirements. I warrant that:

1. The legal authority to bind Cambridge West to this RFP response has been vested in me.
2. All documents submitted pursuant to this RFP response will become a matter of public record.
3. I will be the primary contact for the Company on all matters subsequent to this RFP response. My contact information is as follows:
   C. M. Brahmbhatt
   Managing Director
   Cambridge West Partnership, LLC
   34 Eclipse
   Irvine, CA 92620
   (949) 300-0580
   cp@cambridgewestpartnership.com
4. The proposal included herein is a firm and irrevocable offer that will extend for a 90-day period from the submittal date of June 21, 2012.
5. Cambridge West is willing and able to perform the services described in this RFP response.
6. All forms certificates and compliances required via the RFP have been completed and are hereby submitted in our RFP response.
7. Cambridge West has the availability of both personnel and resources to perform all services outlined in the RFP and to provide all deliverables within the specific time frames described in the RFP.

I further warrant that:

1. Cambridge West in based in Irvine, California and that our collaborating partner, HPI Architecture, is based in Newport Beach, California.
2. Cambridge West meets the qualifications of having completed at least five (5) educational and facilities master plans for California community colleges and that it has provided its services to at least five (5) California community colleges.
3. Cambridge West has experience working with public agencies, including those of the State Chancellor’s Office, Department of State Architects, and local planning agencies.
4. The manager for the proposed project outlined in RFP 134 has a minimum of 5-years experience in working in area educational and facilities planning.
5. Cambridge West has experience with cost estimating and internal databases and templates available to determine construction costs.
6. Cambridge West and HPI carries insurance sufficient to meet the requirements outlined in the RFP for general liability, automobile liability, professional liability and Worker's Compensation.

We thank you for the opportunity to be considered as part of the academic and facilities master planning team of the Southwestern Community College District. In your decision-making process, we hope that you will give strong consideration to what we offer as a planning team in terms of experience.

- Recent work that is directly related to the services you seek
- A strong track record of success
- Knowledge and understanding of the relationship between master planning and accreditation
- The capacity to lead planning efforts and incorporate the elements of interactivity and collaboration into the process
- Knowledge of the District, its college and centers

We would welcome the opportunity to become a partner with Southwestern in its master planning endeavors. We thank you, in advance for your consideration; we look forward to working with you.

Sincerely,

C.M. Brahmbhatt
Managing Director
INTRODUCTION

Cambridge West Partnership, LLC (Cambridge West), located in Irvine, California, an experienced company in educational and facilities master planning for California community colleges, will team with HPI Architects, Inc. (HPI), Newport Beach, California, an architectural firm experienced in campus planning and development for postsecondary educational institutions, to provide the services required by the Southwestern Community College District (District). The project deliverables will include the following:

1. The development and production of all elements that contribute to and result in the creation of an Educational Master Plan (EMP) for the four physical locations of the District, including the main campus at Chula Vista and the educational outreach locations at San Ysidro, National City, Otay Mesa, the Crown Cove Aquatics Center and the virtual campus.

2. A District-wide Facilities Master Plan (FMP) will be created that translates the findings from Educational Master Plan into physical forms. A program of work will be developed for each location that includes proposed new construction and renovation projects as well as accompanying support systems – vehicle circulation, parking, pedestrian circulation, campus amenities/ improvements, open space, identification of future building sites and alternative land use opportunities.

The planning team of Cambridge West and HPI has worked together and collaborated on projects since 2004. Cumulatively, the members of the planning team have been involved in educational and facilities master planning for more than forty colleges in California, most of which have community colleges.

The trademark of this planning team is creating educational and facilities plans that are functional and usable documents. The plans produced are designed to provide not only the framework for the long-term vision but, equally important, serve as a resource for decision-making.

Key Tenets for Master Planning

- **Planning Approach:** All campus planning emanates from the academic program of instruction.

- **Collaboration:** A viable plan or program is one that has been built with and has the support of the college constituency base.

- **Integration:** To be successful all plans and programs must have the capacity to be integrated into the structure and culture of the college.
General Overview

Cambridge West

Cambridge West Partnership, LLC (Cambridge West) is an integrated planning and development company serving clients in postsecondary education, with a specialization in California community colleges.

Cambridge West excels in the area of educational and facilities master planning. Their collective experience includes long-range master plans for more than 30 colleges and 7 educational centers and the development of building / facilities programs that total more than $2 billion. Cambridge West’s approach is deeply entrenched in its understanding of the curriculum and in the academic side of the planning equation. All planning begins and ends with the program of instruction.

Other integrated services of Cambridge West include:

- Finance Resourcing: Qualified colleges for more than $600 million in state capital construction financing
- Bond Programs: Facility planning documents for local bond programs
- Accreditation Support:
  - Self-Studies
  - Student Learning Outcomes
  - Student Assessment Strategies
  - Program Reviews
  - Enrollment Management
- Finance/Business Services: Support for the fiscal operation of colleges

HPI

HPI was founded in 1975. It is a 28-person practice located in Newport Beach, California. The company has 11 Licensed Architects (including 5 LEED AP), a Landscape Architect, 13 Tech/Design Support staff (including 4 LEED AP) and 3 administrative staff. HPI’s higher education experience spans over three decades of programming, planning, and design of new construction and renovation/modernization projects for public and private colleges and universities. These include private universities and colleges, CSU campuses, UC campuses, California community college campuses.

HPI’s excels in the areas of postsecondary facility master planning, campus development, architectural support for new construction and renovation, and project implementation. HPI is known for its strong, hands-on approach, excellent listening skills and ability to capture the clients thought and ideas into working plans and finished projects.
Planning Process

The overarching goals of the Master Plan will be to provide the College with a document that:

- Supports the goals of the College’s academic mission
- Support the priorities in the 2012-2015 Strategic Plan
- Meet the short and long term educational, social and physical needs of the College
- Serve as a blueprint for action over the next several years

Throughout, the process will rely on a collaborative approach, where stakeholders are involved throughout the process. The planning team will work proactively with the President’s Administrative Team and Educational and Facilities Master Plan Committees. Stakeholders will be asked to provide input and to validate findings along the way. They will also be asked to assist in the development of key planning tenets/guidelines that will be used as the underpinning for the Master Plan.

The content, that more fully describes the process for the Master Plan, will include the following:

Educational Plan:

- College Overview: History, current-day perspective, mission, values and goals
- External Scan of the Environment:
  - Investigation of national, state, regional and local conditions that will be opportunities or challenges for the college / centers in the future including:
    - Analysis of potential impacts regarding key economic indicators (employment, unemployment, per capita / median household incomes, cost of housing, taxable sales, housing starts)
    - Higher education policy
    - Technology
    - The marketplace for students / competition for students
    - The current service area of the College / Centers
- Internal Scan of the Environment:
  - Student origins analysis (zip code analysis defining source of students for the College / Centers
  - The “effective service area” of the College / Centers
  - Trends for unduplicated headcount
  - FTES and WSCH trends
- Characteristics of students who attend the College / Centers
- Analysis of the program of instruction that serves students (section level analysis)
- Curriculum distribution
- FTEF loads as compared to the curriculum
- Modalities of instruction
- The non-instructional resources that support the educational process

- Assessment of Institutional Effectiveness
  - Student progress and achievement rates
  - Degree and certificates awarded
  - Transfers to CSU, UC and other 4-year institutions
  - Earned credits measure
  - Success rates
  - Basic skills completion / improvement rates
  - Student learning outcomes assessments in evidence – SLO programs / service goal

- The Development of key planning assumptions and strategic priorities for the future

- Identification of Opportunities for the Future
  - Future labor markets
  - Planning considerations for curricular opportunities
  - Curricular opportunities for expansion
  - Programs that need strengthening
  - Program changes and adjustments

- Capacity and projections for future growth (WSCH)
  - Unduplicated headcount
  - WSCH
  - Growth capacity by discipline and instructional division

Facilities Plan:
- Facilities and Campus SWOT Analysis (strengths, weaknesses, opportunities, threats analysis) including:
  - Review of current planning documents to establish physical and cultural issues, constraints and opportunities
  - Site analysis and evaluation, including both built and natural factors as well as political and cultural issues
  - Assessment of current physical resources (parking, buildings, sports and recreation facilities) vs. facility needs
  - Assessment of infrastructure and service capacity, needs, and impacts based on information provided by the District
- Determination of requirements for future space
  - Academic program of instruction
  - Support services of the College / Centers
- Conceptualization and Review of Planning Options
  - Confirmation of the underpinnings from the educational planning process including translation of space needs for academic programs of instruction and the services into physical form
  - The development of key planning assumptions / values of the stakeholders regarding facilities needs and campus development
  - Development of a program of work for the College and each Center
    - Vehicular Circulation and Parking
    - Pedestrian Circulation
    - Open Space
    - Service Access
    - Construction/Renovation/Deconstruction
    - Site and Future Building Pads Analysis
    - Alternative Land Use and Entrepreneurial Opportunities
  - Development and review of planning / land use options to support the program of work
  - Development and review of implementation options and costs
- Final Documentation / Facilities Master Plan Completion including:
  - Illustrate in graphic and narrative form a vision for the College and Centers
  - Articulation of District, Campus and Center goals and priorities
  - Project sequencing/phasing for development of the College and Centers
  - Costs to Implement
  - New construction/renovation and campus development
  - Revenue resourcing possibilities
  - Net cost expectations
Planning Approach

Our planning process addressed what we will accomplish regarding the work to be undertaken with the College. Equally important is how we will go about the task. There are several distinguishing characteristics that represent our planning approach.

- **Our master planning effort begins and ends with the academic program of instruction.** Our planning team is built around individuals who have worked in curriculum and have a first-hand understanding of the academic process from the ground up. This knowledge and understanding makes our process unique. Everything we do as planners refers back to this common point of reference. All the other master planning elements - the need for space, the types and numbers of rooms required, space allocations for the support services of the College, the human resources, technology, strategic planning, facility planning etc. - are driven via this source.

- **Our process relies heavily on the ability to secure and interpret data.** We have individuals on the planning team that know how to research and interpret data. As a result, our process is very data-driven. We have access to the data mart at the State Chancellor’s Office, we work closely with the institutional researchers on the campus, we maintain our own data base that includes information and resources for more than one-third of the community colleges in California.

- **Articulation between Institutional Planning and Accreditation Process.** The planning team has background and experience in the accreditation process and an understanding of the relationship between planning and accreditation. The Master Plan documents that we produce will pass the review of the accreditation team.

- **Reliance on a highly collaborative, “give and take” approach.** We involve the stakeholders at all points in the planning process, from determining opportunities, recommending solutions to the challenges, to decision-making on the final outcomes.

- **An “A Team” Guarantee.** The owners of the companies are the individuals you will see on-campus – conducting the studies, preparing the analysis, making the presentations, working directly with the stakeholders, creating the final plan that will represent the interests of the College.

- **Work with you.** The formulation of the Master Plan will be based on a cooperative effort between the College / Centers and the planning team. Our approach will be to meld the input from
the campus with the acumen of the planning team to produce a document that reflects the goals of the College / Centers with the best available practices in the planning industry. We strive to have our involvement based on a side-by-side, working together approach.

**Anticipated Work Plan (Summary by Time / Work Task Activity)**

The Master Plan is anticipated to be completed over a nine-month period beginning in July of 2012. The educational component is projected to be completed in November of 2012 with the facilities component completed in March of 2013. A summary of the approach follows:

**July 2012**
- Secure Requested Resources from the District / College
- Scoping / Data Collection / Review
- Finalization of Process / Timelines / Reporting Structure / Reviews and Approval Process
- Develop Master Plan Goals / Mission / Outcomes
- Identify Student Characteristics
- Zip Code Analysis and Determination of Effective Service Areas
- Demographic and Population Growth Analysis
- Determine the College's Potential to Serve Students
- Kick-off Meeting President's Team / Educational & Facilities Master Plan Committee

**August 2012**
- Conduct Full External Environmental Scan
- Determine Enrollment and WSCH History
- Conduct Section Level Analysis of the Current Program of Instruction
- Determine Program of Instruction Distributions
- Conduct Assessment of Current Space / Capacity
- Conduct SWOT Analysis of Campuses to Identify Strengths and Weaknesses
- Assess Utility / Infrastructure Conditions / Future Capacities
- Develop a College-wide survey
- Summarization of Findings
- On-Campus Meeting President's Team / Educational & Facilities Master Plan Committee

**September 2012**
- Assess Institutional Performance Against Goals
- Review /Assimilate Data from Unit Plans / Program Reviews
- Validate / Update Previous Educational Master Plan Assumption
- Conduct Opportunities / Challenges Analysis for Educational Plan
- Develop Key Planning Assumption for Educational Plan
- Identify Key Strategic Priorities for the Educational Plan
- Feedback Surveys – Education and Facilities Value / Opinion
- Assess District Land Holdings
- Assemble / Articulate SWOT Baselines - Findings from Campus Review
- Establish Preliminary Range of Development Opportunities / Options
- On campus interviews, administrators, Deans, Faculty & Staff
- Summarization of Finding
- On-Campus Meeting Administrative Team / Steering Committee

October 2012
- Assessment of Future Labor Markets
- Consideration for curricular opportunities
- Identification of Academic Programs that Need Support
- Application of Growth to the Future Program of Instruction
- Determination of Future Capacities for WSCH and Enrollment
- Forecast for the Future Program of Instruction
- **FMP:**
  - Space Requirement for the Future Program of Instruction
  - Space Requirements for Support Services of the College
  - Space Compliance Testing – Title 5 / Cap / Load Ratios
  - Presentation of Initial Thoughts and Planning Considerations for Facilities Plans
- Summary of Findings
  - On-Campus Meeting Administrative Team / Steering Committee / Open Forum

November 2012
- Creation of Educational Plan Draft
- Transformation of Space Needs into Physical Form
- The Development of Key Planning Assumptions for Facilities Plan
- Options Based on Defined Program of Work
- Summary of Findings
December 2012
- Formulation of Program of Work / Development of Facilities Plan Options
- Development of Key Campus Systems Required to Support Building / Facilities Program
- Preparation of Concept Plans for Preferred Facilities Plan Option
- Draft of Educational Master Plan
- Summary of Findings
- On-Campus Meeting Administrative Team / Steering Committee / Open Forum

January 2013
- Preparation of Advanced Draft Facilities Plan for College / Centers
- Preparation of Advanced Draft for Core Campus Site Amenities / Improvements
- Final Draft for Program of Work
- Development of Sequencing / Phasing Schedule
- Determination of Cost to Implement (CTI)
- Identification Revenue Resourcing Possibilities
- Determination of Total Cost of Ownership (TCO)
- Finalization of the Southwestern College Vision for the Future
- Draft Presentation of Facilities Master Plan
- Finalization and Production of Educational Master Plan
- On-Campus Meeting Administrative Team / Steering Committee / Open Forum
- Educational Master Plan presentation to Board of Trustee

February 2013
- Community Presentation of Facilities Master Plan

March 2013
- Final Facilities Plan Presentation to the College
- On-Campus Meeting Administrative Team / Steering Committee / Open Forum

February 2013
- Final Facilities Plan Presentation to the Board of Trustees

Qualitative and Quantitative Data Elements That will be Used

Qualitative input used in support of the Master Plan will primarily be derived from the following sources:
- On-campus interviews with administrator, deans, program directors, and students
- Meetings and input sessions with the Administrative Team and Educational and Facilities Master Plan Committee
- Open forums on the campus available to all college / center
stakeholders

- Campus-wide survey input from stakeholders
- Community forums (in concert with the District)

Quantitative data will be secured from the Office of Institutional Research, Grants and Planning; Office of Institutional Effectiveness and State Chancellor’s Office and a host of external public agencies and private organizations typically used by the planning team to secure economic, employment, and forecast data.

The type of quantitative data that will be used in the Master Plan is reflected in the planning team’s request for information from the District. It is as follows:

**Educational Plan**

**Computer / Web-based Driven Data**

- Enrollments by Zip Code, 2006 and 2012 Fall Semesters Only
- **2001 to 2012 Fall Semester Only - 1st Census Data for:**
  - Total Unduplicated Enrollment with breakdown for:
    - Credit-Enrollment (Unduplicated)
    - Non-Credit Enrollment (Unduplicated)
  - Weekly Student Contact Hours
    (Note: Bottom line numbers are fine for each fall semester)

- Fall 2011 and 2012 Data Report in EXCEL format that includes the following information by class section offered:
  - Assigned Section Number
  - Enrollments per Section
  - Units per Section
  - Contact Hours per Section
  - Credit WSCH and Non Credit WSCII Generated per Section
  - Lecture v.s. Laboratory Hours per Section
  - Full Time Equivalent Faculty Ratio per Section
  - Differentiation by Course Type (Examples Below):
    - WSCH (full semester)
    - DSCH (accelerated semester)
    - Distance Education/Independent Studies
    - Positive Attendance

- 2012 Master Room Assignment/Scheduling Chart by Building (depicting current room uses)

- Historic Data for the Years 2001 to 2012
  - Enrollment by Age
  - Enrollment by Gender
  - Enrollment by Ethnic Composition
  - Enrollment by Day/Evening
- Enrollment by Student Unit Load
- Enrollment by Student Grade Point Averages
- Degrees and Certificates Awards
- Accreditation Measures and Support Data
  - Current Strategic Plans
  - Documentation on planning processes
  - Institutional Effectiveness Reports
  - Student Equity Reports
  - Basic Skills Plans and Reports
  - Student Success Plans
- "View Only" Access to College’s FUSION Site

General
- Current Vision, Mission, Values, Philosophy Statements
- Goals and Priorities
- Current Organizational Chart
- Current Instructional Division Breakdown
- Most Recent Official (State Approved) List of Authorized Instructional Programs
- Current Decision-Making or Shared Governance Model

Facilities Plan
General requirements for each campus / site location:

Site-based
- Campus Site Plans
  - AutoCAD
- Current Survey
  - Topographic CAD file with Horizontal Control
  - Current Aerial Photographs (AutoCAD)
- Utility Plans / Utility Master Plan (AutoCAD)
- Parking Counts
  - Space identification for each parking lot

Buildings / Facilities
- Campus Site Plans
- Existing Building Data
  - Current Floor Plans for each Building in AutoCAD
  - Most Current FCI / Age Information for each Building
  - Current Projects Planned (Any phase of planning)
  - Site plans / floor plans for future construction (AutoCAD

General
- Existing Campus Master Plan Documents
TEAM MEMBERS/KEY PERSONNEL ASSIGNED TO THE PROJECT

Cambridge West Partnership, LLC

C.M. Brahmbhatt (Managing Director for Cambridge West): Mr. Brahmbhatt is best known for his 27 years of outstanding service to students, faculty, administration and the educational community. Twenty-four of those years were spent with the Coast Community College District where was Vice Chancellor of Administrative Services. C.M. holds a Lifetime Community College Chief Administrator Office Credential and Lifetime Community College Supervisor Credential. His expertise is in financial management, administrative services, cost savings, bond programs, compliance with state mandates, capital construction/facility planning, and finance resourcing.

Vitae

Education

MBA (M.Com) Accounting/Auditing, Gujarat University, Ahmedabad, India
B.A (B.Com) Accounting/Auditing, Gujarat University, Ahmedabad, India

Special Awards/Lifetime Chief Administrator Office Credential - Lifetime

Employment History

2011-Present Managing Director, Cambridge West Partnership, LLC
1999-2010 Vice Chancellor of Administrative Services, Coast Community College District, Costa Mesa, CA
1986-1999 Administrative Director of Fiscal Services, Coast Community College District, Costa Mesa, CA
1984-1986 Director of Accounting Services, Capistrano Unified School District

Joyce M. Black (Principal and Project Manager): Ms. Black is a specialist in educational master planning. She has provided these services both as an independent consultant and lead planner since 2000. She has also served in a number of teaching and administrative positions in the California community college system – from Professor to the Vice President levels over a 22-year career. With her instructional background, Ms. Black is well suited to work with faculty and staff in developing the educational components of the master plan. She is an expert in curriculum, enrollment management, course scheduling and staffing as well as the fiscal matters related to these areas.
Dr. Fredrick P. Trapp (Senior Associate Educational Plan Project Leader): Dr. Trapp has extensive experience in educational master planning, in curriculum design and development, and in evaluating institutional effectiveness. Dr. Trapp has provided these services for Cambridge West over the past four years as a lead planner. He has also provided leadership in a variety of roles pertaining to accreditation self-studies. He is a state leader in the assessment of student learning outcomes.
Employment History

2008-Present  Senior Associate, Cambridge West Partnership, LLC
2000-2008  Administrative Dean, Institutional Research/Academic Services, Long Beach City College
1993-2000  Dean, Institutional Research/Academic Services, Long Beach City College
1984-1993  Dean, Academic Services, Long Beach City College
1983-1984  Associate Dean for Instruction, Long Beach City College
1981-1984  Chairman, Public Services Department, Long Beach City College
1978-1981  Associate Director, Criminal Justice Training Center, University of Southern California
1972-1977  Instructor, South Oklahoma City College

Ardith Richey (Associate, Project Coordinator): Ms. Richey has wide-ranging experience in facilities planning and organization of all functions related to construction projects, capital outlay projects, scheduled maintenance and master planning. Sixteen of the twenty-eight years spent at Coast Community College District were as the Director of Facilities & Planning. Ardith’s experience includes successful relationships with the State Chancellor’s Office, Division of State Architect, local cities and the college community. She was directly involved with the administration of Coast’s Measure C Bond including planning and implementation of site development, major modernizations, and new construction projects. Ms. Richey is a primary resource for planning, development, scheduling of new construction, infrastructure and scheduled maintenance projects.

Vitae

Education
B.S.  Liberal Studies, California State University, Fullerton

Employment History

2011-Present  Consultant, Cambridge West Partnership, LLC
1993-2009  Director of Facilities, Coast Community College District, Costa Mesa, CA
1991-1993  Physical Facilities Coordinator, Coast Community College District, Costa Mesa, CA
1980-1991  Orange Coast College Maintenance & Operations Coordinator, Coast Community College District
Kenneth J. Cereghino (Founding Partner, Advisor): Mr. Cereghino has provided leadership in educational and facilities master planning services as an independent consultant since 1998. He has been the lead planner for more than 30 projects for community colleges in California. These projects include educational resource planning, facilities master planning, support for bond programs, the development of start-up campuses, alternative land use projects that relied on public and private joint venture partnerships, and capital funding for education.

Vitae

Education

Graduate Studies Intergovernmental Services, University of Massachusetts
B.S Public Administration, California State University, Chico

Certifications
Economic Development Financing, ICMA Economic Development, University of Arizona

Employment

2006-Present Senior Partner, Cambridge West Partnership, LLC
1998-2005 Independent Consultant, Long-Range Planning for Colleges
1991-1998 Executive Director, Economic Development, Madera County, CA
1985-1990 Managing Director/President, Gemini Productions, Inc., Winchester, MA
1985-1990 Chief Adm. Officer, Community Services, Winchester, MA
1978-1980 Instructor, Massachusetts Bay Community College, Wellesley, MA
1976-1978 Instructor, Mt. Ida Junior College, Newton, MA
HPI, Architects Inc.

Lawrence Frapwell, Leed® AP (President and Facilities Project Leader) Mr. Frapwell has 34 years of professional experience in programming, architecture and interior design in education, hospitality, and corporate facilities. Mr. Frapwell leads HPI’s extensive education studio and is responsible for leading the project team in the design process. His experience includes guiding clients through interactive architectural design, programming and planning sessions, working with project committees with diverse representation, and presentation to Boards and public agencies.

Vitae

Education
Bachelor of Architecture
California-Polytechnic State University
San Luis Obispo, California

Affiliations/Registrations
California Architect C11360
LEED Accredited Professional, U.S. Green Building Council (USGBC)
Society of College and University Planners (SCUP)
Council of Educational Facility Planners International (CEFPI)
California Community College Facilities Coalition (CCCFC)

Douglas Choi, Leed® AP (Planning and Architectural Design) Mr. Choi has 18 years of professional experience in architecture planning and design including significant experience in both master planning and the development of specific plans for higher education and K-12 clients. He is skilled in working with educational clients to confirm and interpret programmatic needs and the exploration of planning and design.

Vitae

Education
Bachelor of Architecture, 1994
California State Polytechnic University
Pomona, California

Affiliations/Registrations
LEED Accredited Professional
ARE candidate for licensure
Megan Gorman (Project Coordinator)  Ms. Gorman has 4 years of professional experience working with higher education clients, with much of her experience focused on campus master planning. She has worked closely with the key architectural and planning in coordination of significant planning efforts. Ms. Gorman brings strong communication and organizational skills to the team as well as the fresh perspective of a recent graduate. She will be responsible for assisting the Principal in Charge with schedule management and coordination of outside consultants.

Vitae

Education
Bachelor of Architecture, 2009
California-Polytechnic State University
Pomona, California

Affiliations/Registrations
NCARB / IDP (85% complete) Five exams passed.
Tau Sigma Delta Honor Society
In Architecture and Allied Arts President - Directed and managed the executive board
and member meetings - Created and implemented the First Year Student Mentor Program.
ENV Council Representative - Member of the Council of the College of Environmental Design

P. Woodward Dike (Planning, Urban and Landscape Design)  Mr. Dike brings a myriad of experience to campus master planning through his creative landscape design and site planning expertise. He has worked extensively at postsecondary institutions, and has a strong resume of work with several California Community Colleges. For the past four years, Mr. Dike has been the site planning and landscape architect resource for HPI, serving as their lead planner in his specialty area.

Vitae

Education
Master of Fine Arts, Environmental design, with minor in ceramics and sculpture,
Claremont Graduate School, Claremont, California, 1968
Bachelor of Science in Landscape Architecture, California State Polytechnic University,
Pomona, California, 1965
Continuing studies in Raku ceramics, Bronze casting and Urban Design 2000-2009
Affiliations/Registrations
Registered Landscape Architect: California #1330, 1971

Employment History
2007 – Present HPI Newport Beach, CA
2007 – Woodward Dike Associates, San Clemente, CA
2002 – 2007 Wallace Group, San Luis Obispo, CA, Director of Landscape Architecture
2000 – 2002 IVY Landscape Architects, Inc., Cayucos, CA, Managing Partner
1994 – 2002 IVY Landscape Architects, Inc., San Diego, CA, Founding Partner
1975 – 1994 The Dike Partnership, Inc., Laguna Beach, CA, Founding Partner
PROJECT EXPERIENCE

A listing of educational and facilities master plan projects completed by Cambridge West over the past six years has been provided under the section heading of “Current Work”. Following is a listing of projects that Cambridge West has completed over the past six years that are related to post educational and facilities planning services. These are included as further examples of “projects”. They are meant to speak to 1) the capabilities of the planning team in managing projects and 2) the direct experience with community colleges.

2006 to 2012

Finance Resourcing: State Supported Capital Projects

- Chaffey College, Rancho Cucamonga, CA $96 million
- Long Beach City College, Long Beach, CA $65 million
- Orange Coast College, Costa Mesa, CA $118 million
- Golden West College, Huntington Beach, CA $125 million
- Mt. San Antonio College, Walnut, CA $49 million

Capacity/Load Management Programs and State Reporting Documents

- Long Beach Community College District
- Chaffey Community College District
- Coast Community College District
- Mt. San Antonio Community College District
- Cerritos Community College District

Bond Program Planning/Support for Development

- Long Beach Community College District

Support for Accreditation/Student Learning Outcomes/Student Assessment

- Golden West College
- Barstow College, Barstow, CA
- College of the Redwoods, Eureka, CA
- Los Medanos College
- Contra Costa Community College District

Financial Management Support

- Hartnell College, Salinas CA
- Palo Verde College, Blythe, CA
Additionally included for the consideration of the RFP review team are educational and facilities master planning projects for which members of the planning team assumed lead planning roles as an independent contractor prior to 2006. A listing of clients and projects follows:

**1998 to 2006**

| Bakersfield College       | Educational and Facilities Master Plan |
| Cerro Coso Community College | Educational and Facilities Master Plan |
| Chaffey College           | Educational Master Plan                |
| Citrus College            | Educational Master Plan                |
| Chino Educational Center  | Educational and Facilities Master Plan |
| Coast Community College District | Educational Master Plans |
| Antelope Valley College   | Educational Master Plan                |
| Copper Mountain College   | Educational Master Plan                |
| Crafton Hills             | Educational Master Plan                |
| El Camino College         | Educational and Facilities Master Plan |
| Evergreen Valley College  | Educational Master Plan                |
| Gavilan College           | Educational Master Plan                |
| Irvine Valley College     | Educational Master Plan                |
| Monterey Bay Peninsula    | Educational Master Plan                |
| Porterville College       | Educational Master Plan                |
| Rio Hondo College         | Educational Master Plan                |
| Saddleback College        | Educational Master Plan                |
| San Bernardino College    | Educational Master Plan                |
| San Jose City College     | Educational Master Plan                |
| Santa Rosa College        | Educational and Facilities Master Plan |
| Victor Valley College     | Educational Master Plan                |
PARTICIPATION

Our process is open, transparent and available to any individual on the campus who wishes to have input. The following methodology outlines our approach for the transfer of information and the opportunity to participate.

Educational and Facilities Master Plan Committee. The primary point of contact will be a representative Educational and Facilities Master Plan Committee. The relationship with the committee will be collaborative in nature. We will meet with this committee on monthly basis. The committee will have the responsibility of not only participating in the development of the Master Plan but also informing and securing input from the constituencies that they represent.

President’s Team: Monthly meetings will also be conducted with the President’s Team.

On-Campus Interviews: Opportunities for participation will also be afforded via on-campus interviews conducted at the dean, program director, students and administrative levels to gain insight as to perceived needs and future direction. Deans and program directors will be encouraged to invite any member(s) of their respective team to these interviews.

Campus-wide Surveys: Stakeholders will also have the opportunity to participate in the process via campus-wide surveys.

Open Forums: The planning team will include on-campus, open forums, where progress on the Master Plan will be presented and inputs recorded. The open forums will welcome and encourage participation from all sectors of the College community. They will be scheduled at key benchmark points in the planning process.

Community Presentation. Working through the College, a community-wide presentation will be offered as an additional opportunity for disclosure, participation and input.
The experience of the team relative to educational / facilities master planning and campus development over the recent past is captured below. As previously noted, Cambridge West / HPI has collaborated on several of these projects.

Cambridge West 2008 TO 2012

<table>
<thead>
<tr>
<th>Year</th>
<th>Client</th>
<th>Project</th>
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</thead>
<tbody>
<tr>
<td>2012</td>
<td>Bakersfield College</td>
<td>Educational / Facilities Master Plan</td>
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<td></td>
<td>Porterville College</td>
<td>Educational / Facilities Master Plan</td>
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<td></td>
<td>Cerro Coso College</td>
<td>Educational / Facilities Master Plan</td>
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<td></td>
<td>Kern Community College District</td>
<td>Facilities Master Plan</td>
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<td></td>
<td>Mount San Antonio College</td>
<td>Facilities Master Plan Support</td>
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<tr>
<td>2011</td>
<td>Cerritos College</td>
<td>Facilities Master Plan Support</td>
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<td></td>
<td>Coast Community College District</td>
<td>Facilities Master Plan</td>
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<tr>
<td></td>
<td>(Colleges of Orange Coast, Golden West, Coastline)</td>
<td>Facilities Master Plan Support</td>
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<tr>
<td></td>
<td>Golden West College</td>
<td>Educational Master Plan</td>
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<tr>
<td>2010</td>
<td>Palomar College</td>
<td>Educational Master Plan</td>
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<tr>
<td>2009</td>
<td>Orange Coast College</td>
<td>Educational Master Plan Update</td>
</tr>
<tr>
<td>2008</td>
<td>Long Beach City College</td>
<td>Educational / Facilities Master Plan</td>
</tr>
</tbody>
</table>

HPI, Architects 2008 to 2012 Facilities Planning / Implementation / Architectural Support

California State University, San Bernardino
California Baptist University
Cerritos College
Compton College
El Camino College
Golden West College
Long Beach City College, Pacific Coast Campus
Mt. San Antonio College
Orange Coast College
Riverside Community College District, Norco Campus
CLIENT RELATIONSHIP / REFERENCES

Inquiries of client references are welcomed and encouraged.

Cambridge West
- Kern Community College District
  Tom Burke
  Chief Financial Officer
  2100 Chester Avenue
  Bakersfield, CA
  (661) 336-5117
  tburke@kccd.edu

- Coast Community College District
  Andrew Dunn
  Vice Chancellor of Administrative Services
  1370 Adams Avenue
  Costa Mesa, CA 92626
  (714) 438-4611
  adunn1@mail.cccd.edu
  Jerry Marchbank
  Director, Facilities/Planning
  1370 Adams Avenue
  Costa Mesa, CA 92626
  (714) 438-4673
  JMarchbank@mail.cccd.edu

- Cerritos Community College District
  David El Fatal
  Vice President of Business Services
  11110 Alondra Blvd.
  Norwalk, CA 90650
  (562) 860-2451 Ext. 2242
  dellfattal@cerritos.edu

- Long Beach Community College District
  Ann-Marie Gabel
  Vice President of Administrative Services
  4901 Carson Street
  Long Beach, CA 90808
  (562) 938-4540
  agabel@lbcc.edu
HPI

- Vanguard University of Southern California
  Carol Taylor
  President
  55 Fair Drive
  Costa Mesa, CA 92626
  (714) 556-3610, Ext. 4001
  officeofthepresident@vanguard.edu

- Coastline Community College
  Dr. Lori Adrian
  President
  11460 Warner Avenue
  Fountain Valley, CA 92708-2597
  (714) 546-7600 x16152
  ladrian@coastline.edu

- Mt. San Antonio College
  Gary Nellesen
  Director of Facilities Planning and Management
  1100 North Grand Avenue
  Walnut, Ca 91789
  (909) 594-5611 Ext. 5179
  gnellesen@mtsac.edu

- Long Beach City College, Pacific Coast Campus
  Ann-Marie Gabel
  Vice President of Administrative Services
  4901 E. Carson Street
  Long Beach, CA 90808
  (562) 938-4540
  agabel@lbcc.edu

  Medhanie Ephrem
  Assistant Director, District Facilities
  (562) 938-5998
  mephrem@lbcc.edu

- Orange Coast College
  Richard Pagel
  Vice President of Administrative Services
  Costa Mesa, CA
  2701 Fairview Road
  Costa Mesa, CA 92628
  (714) 432-5024
  rpagel@occ.cccd.edu
THE PLANNING TEAM OF CAMBRIDGE WEST AND HPI WILL COLLABORATE ON THIS PROJECT. CAMBRIDGE WEST WILL ASSUME THE ROLE AS PRIME CONTRACTOR WITH HPI WORKING IN A SUBCONTRACTOR CAPACITY. COMBINING THE TALENT AND RESOURCES OF THE TWO FIRMS PROVIDES SOUTHWESTERN COLLEGE WITH THE BEST POSSIBLE OUTCOME IN THE PLANNING PROCESS. CAMBRIDGE WEST AND HPI HAVE WORKED TOGETHER AND COLLABORATED ON FACILITIES MASTER PLANNING AND FACILITIES / CAMPUS DEVELOPMENT PROJECTS SINCE 2004. THIS AMOUNTS TO EIGHTEEN DIFFERENT PROJECTS AND COVERS EIGHT DISTRICTS AND / OR COLLEGES.

**COLLABORATIVE EXPERIENCE AS A PLANNING TEAM**

- Kern Community College District: Educational and Facilities Master Plans for Bakersfield College, Porterville College, Cerro Coso Community College and the three educational centers of the District (2012 Current)
- Coast Community College District: “Vision 2020” - Facility Master Plans for Orange Coast College, Golden West College, and Coastline Community College (2011)
- Coast Community College District: Educational and Facilities Master Plan (2004)
- Cerritos College: Development/Implementation of Facilities Master Plan Projects (2011 to current)
- Mt. San Antonio College: Development/Implementation of Facilities Master Plan Projects (2010 to current)
- Long Beach City College, Pacific Coast Campus: Development/Implementation of Campus Master Plan Program (2008 to current)
  - Multi-Disciplinary Building
  - Student Services Building
  - Construction Trades I
  - Construction Trades II
- Orange Coast College: Implementation of Campus Master Plan Program (2007 to current)
  - Watson Hall
  - Planetarium Project
- Golden West College Implementation of Campus Master Plan Program (2011)
  - Language Arts Complex
Joint / Collaborative Activities of the Planning Team
The Cambridge West / HPI team shares data base resources for over 40 California community colleges – i.e. where members of the planning team have participated in planning and / or campus development activities. The planning team shares economic and demographic forecasting resources, cost estimating resources for construction and renovation, and templates for work analysis and studies.

The Cambridge West / HPI team also works together to maintain close relationships with a number of state agencies, committees and organizations that are dedicated to the advancement and improvement of California community colleges. Chief among the key state agencies are the California State Chancellor’s Office and the Department of State Architects (DSA).

OTHER / SUPPORT INFORMATION
As supplemental to the information provided in other sections of the response to the RFQ, the planning team wishes to direct particular attention its key master planning credentials.

- **Expertise in academic planning.** Members of the planning team have combined academic planning experience of 60 plus years. This includes hands-on experience in curriculum development as well as knowledge of the resources needed to support the academic mission.

- **Extensive experience in facility planning and campus development.** Combined the planning team has been involved in more than 30 projects that have centered on facility planning and / or campus development.

- **Strong research ability.** The capacity to both research and interpret data is supported by team members who have spent entire careers in the business of data.

- **Knowledge and experience with accreditation.** Team members have served on accrediting committees, prepared self-studies, and been recognized at the State level for their work in accreditation.

- **Knowledge and experience working the State Chancellor’s Office.** The planning team has prepared state reporting documents such as 5 Year Construction Plans, Report 17, and Initial and Final Project Proposals for state capital construction funding. We work closely with the Facilities Planning Staff at the state, including the (Assistant Vice Chancellor and the District representatives) on matters of facility planning. The planning team has successfully qualified projects through the state capital outlay budget program in excess of $700 million.
• **Experience with the collaborative process.** Our format for project process is centered on stakeholder involvement and participation. There is an open and transparent quality that characterizes our approach. Evidence of the collaborative process can be found in all of our final work products.

• **Familiarity with Southwestern College and Centers.** The planning team brings a sense of familiarity with College and area that it serves.

• **A past track record of success.** This is, perhaps, the strongest qualification that we have to offer. It is not based on what we say we can accomplish but, rather, what we have accomplished, as viewed through the eyes of our clients.
### SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
#### MASTER PLAN TIME LINE: EDUCATION

<table>
<thead>
<tr>
<th>TASK</th>
<th>July '12</th>
<th>Aug '12</th>
<th>Sept '12</th>
<th>Oct '12</th>
<th>Nov '12</th>
<th>Dec '12</th>
<th>Jan '13</th>
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<tbody>
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<td><strong>Start-up</strong></td>
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<td>- Data Gathering and Review</td>
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<td>- Kick-off Meeting: President's Team / EMP Committee</td>
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<td><strong>Define / Confirm Effective Service Area / Potential To Serve Students</strong></td>
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<td>- Determine/Validate Student Characteristics</td>
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<td>- Assess Effective Service Area Boundaries</td>
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<td>- Create Demographic Profiles / Capacities for Population Growth</td>
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<td><strong>Opportunities / Challenges from the External Environment</strong></td>
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<td>- Scan Conditions External to the College, Determine Enrollment Trends</td>
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<td>- Status of the State/Regional/Local Conditions</td>
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<td><strong>Validation of Internal Conditions and Trends</strong></td>
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<td>- Assess Enrollment and WSCH History</td>
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<td>- Create Baselines for Program of Instruction</td>
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<td>- Determine Program of Instruction Distributions / Allocations for Space</td>
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<td>- Assessment of Current Space vs. Capacity</td>
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<td>- On-campus Progress / Input Meetings President's Team / EMP Committee</td>
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<td><strong>Institutional Effectiveness &amp; Qualitative Input</strong></td>
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<td>- Assess Institutional Performance Against Goals</td>
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<td>- Review / Assimilate Inputs from Unit Plan / Program Reviews</td>
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<td>- Review Previous Survey</td>
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<td>- On-campus Interviews, Administrators, Deans, Faculty &amp; Staff</td>
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<td><strong>Determine Key Planning Assumptions / Strategic Priorities</strong></td>
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<td>- Opportunities and Challenges Analysis</td>
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<td>- Validation/Update of Previous Master Plan Assumptions</td>
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<tr>
<td>- From Qualitative and Quantitative Data, Develop Key Planning Assumptions</td>
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<td>- Identify Key Strategic Priorities</td>
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<td>- Progress Meeting President's Team / EMP Committee / Open Forum</td>
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<td><strong>Identify Opportunities for the Future</strong></td>
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<td>- Future Labor Markets</td>
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<td>- Planning Considerations for Curricular Opportunities</td>
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<td>- Programs that Need Strengthening / Reconsideration / Changes / Adjustments</td>
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<td><strong>Determine College's Capacity for Growth</strong></td>
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<td>- Capacities for WSCH / Enrollment</td>
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<td>- Forecast the Future Program of Instruction</td>
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<tr>
<td><strong>Space Requirements for All Programs/Services</strong></td>
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<td>- Space Requirements for the Academic Program of Instruction</td>
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<td>- Space requirements for Support Services of the College</td>
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<td>- Space Compliance Testing with Title 5 / Cap / Load Ratios</td>
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* Denotes Recommended Committee Progress Meetings/Reports and Open Forum Dates

Cambridge West Partnership / HPI Architects
June 2012
# SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
## FACILITIES MASTER PLAN

### TASK

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▲ Denotes Key Meeting Dates
The Facility Master Plan establishes a framework for implementation of campus construction priorities and strategies over a 13-year period (2011 through 2025). The facility master plan reflects and supports an updated Academic Plan and resulting Facilities Program.

The plan was developed on the basis of extensive discussion and involvement of multiple stakeholders including faculty, staff, students and administration. Input was collected throughout the process via electronic questionnaires as well as multiple open campus forums and focused work sessions.

The Facility Master Plan addressed:
- Existing building and site condition assessments
- Vehicular access, parking, and circulation analysis as well as solutions to support a growing student population and the use of public transportation
- Service and emergency vehicle access and circulation
- Pedestrian circulation analysis and solutions including campus gateways and hierarchy of pedestrian spaces, walkways and paths
- Open space character and improvements including development of an urban design plan for the campus core providing a significant campus green / mall, student activity areas and major promenades
- Facility projects including: Infrastructure, Demolition of existing buildings and improvements, Modernization and expansion projects, New facilities
- Creation and enhancement of academic zones (i.e. science and math, arts, humanities, student services, administration, athletics, etc.)
- Implementation sequencing
- Identification of site areas available for public / private enterprise and income generation
- Project budgeting including an analysis of the source and use of funds

Reference:
Richard Pageli, VP Administrative Services
Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628
714-432-5024
Golden West College
Facility Master Plan
Huntington Beach, CA

Description:

The Facility Master Plan establishes a framework for implementation of campus construction priorities and strategies over a ten year period (2011 through 2020). This facility master plan reflects and supports an updated Academic Plan prepared by CWP and the resulting Facilities Program.

The plan was developed on the basis of extensive discussion and involvement of multiple stake holders including faculty, staff, students and administration. Input was collected through the process via electronic questionnaires as well as multiple open campus forums and focused work sessions.

The Facility Master Plan addressed:

- Existing building and site condition assessments including identifying and formulating a plan for highest and best use of existing facilities
- Vehicular access, parking and circulation analysis and solutions including:
  - Identifying and enhancing campus entries and edges
  - Recommendations on public transportation connections and needs
  - Connecting and integrating parking and vehicular circulation
  - Separating service and emergency vehicle access and circulation from pedestrian circulation
  - Pedestrian circulation analysis and solutions including enhancements of campus gateways and establishing a hierarchy of pedestrian spines, walkways and paths
- Open space character and improvements including development of an urban design plan for the campus core providing a significant campus green / mall, student activity areas and major promenades
- Facility projects including: infrastructure, demolition of existing buildings and improvements, modernization and expansion projects, new facilities
- Clarifying and simplifying campus zoning (i.e. science and math, arts, humanities, student services, administration, athletics, etc.)
- Identifying site / facilities locations to support future growth and campus change
- Implementation sequencing
- Identification of site areas available for public / private enterprise, income generation and entrepreneurial opportunities
- Project budgeting including an analysis of the source and use of funds

Reference:

Janet Houlihan, Vice President for Administrative Services
Golden West College
Huntington Beach, CA 92647
714-892-7711
jhoulihan@gwc.cccd.edu
The Kern Community College District Facilities Master Plan is focused on both the short and long-term development of the District-owned sites comprised of Bakersfield College and its Delano center; Porterville College; and Cerro Coso College including the Eastern Sierra center sites in Mammoth and Bishop.

The Facility Master Plans address the following:

- Existing building and site condition assessments including identifying and formulating a plan for highest and best use of existing facilities.
- Vehicular access, parking and circulation analysis and solutions including:
  - Identifying and enhancing campus entries and edges
  - Recommendations on public transportation connections and needs
  - Clarifying and organizing parking and vehicular circulation
- Separating service and emergency vehicle access and circulation from pedestrian circulation
- Pedestrian circulation analysis and solutions including:
  - Identifying and enhancing campus gateways and establishing a hierarchy of pedestrian spines, walkways and paths
  - Open space character and improvements including development of an urban design plan for the campus core providing a significant campus green mall, student activity areas and major promenades
- Facility projects including: Infrastructure, Demolition of existing buildings, Improvements, Modernization and expansion projects, New facilities
- Clarifying and simplifying campus zoning (i.e. science and math, arts, humanities, student services, administration, athletics, etc.)

The master planning efforts are currently in process with expected completion 3rd quarter of 2012.

Reference:
Thomas J. Burke
Chief Financial Officer
Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301
HPI was retained by Long Beach Community College to provide architectural and planning services for seven buildings and the surrounding site area for the District's Pacific Coast Campus.

The facilities include a four building Multi-Disciplinary Academic Center (AA, BB, DD, EE), which supports campus administrative offices, faculty offices, general purpose classrooms, science laboratories, a student union, bookstore, student success center, and specialized photography, art and nursing labs.

Building GG will be demolished and replaced with a new consolidated, centralized student services facility and campus dining complex.

Building CC will be renovated as a Student Fitness Facility.

Building MM will be renovated and expanded to house HVAC, Carpentry, and Architecture / Drafting programs.

The Planning efforts addressed:

- Assessment of existing building and site conditions
- Utility infrastructure including significant storm drain improvements
- Creating a new campus gateway at PCH and north of the proposed Student Services Building (GG)
- Open space character and improvements including landscape, hardscape, site furnishings, lighting, and signage
- Creating a unified yet engaging architectural character
- Implementation sequencing

References:
Ann-Marie Gabel
Vice President - Administrative Services
Long Beach Community College
4901 E. Carson Street
Long Beach, CA 90808
Ph: (562) 938-4540
agabel@lbcc.edu

Medhanie Ephrem
Facilities Energy Management Coordinator
Long Beach Community College
4901 E. Carson Street
Long Beach, CA 90808
Ph: (562) 938-6981
mephrem@lbcc.edu
The project consists of a comprehensive planning feasibility study to identify opportunities and constraints relative to the development of a difficult 13-acre site at the north edge of campus to support a 2200 stall parking structure. The study addresses the following issues:

- Functional parking criteria and design options for a 2200 car structure
- Siting of the proposed structure including extensive grading and traffic/pedestrian circulation studies to minimize grading and retaining, create daylight and natural ventilation to the structure, and provide grade level pedestrian access to the campus
- Helicopter circulation patterns both on-site and off-site
- Traffic impacts on municipal roadways and intersections including identification of jurisdictionally required mitigation measures
- Safe and accessible pedestrian circulation to and from the parking structure and campus
- Emergency and service vehicle circulation and access
- Architectural qualities and character including massing studies to establish and minimize the visual impacts to the residential neighborhood north of the campus and the impact of the structure on the campus itself
- Developing the scope of hardscape, landscape, utility and infrastructure improvements

The resulting concept is a 2200 stall parking structure, which will occupy a current surface lot (approximately 450 cars) on the northwest edge of campus. The proposed location minimizes traffic issues relative to currently impacted intersections on the south side of campus and significantly increases the availability of parking in close proximity of the campus core and student services. Working with the existing topography, the design team was able to develop an attractive, non-intrusive multilevel structure with multiple entry points from the north side minimizing traffic congestion and conflicts and providing grade level access to the campus from the south.

Reference:
Gary Nellesen, Director of Facilities Planning and Management
Mt San Antonio College
Walnut, CA
909-594-5611, x5179
Vanguard University
Facility Master Plan
Costa Mesa, CA

Size: 36 Acres
Planned Enrollment: 3000 FTES

HPI was retained by the University to develop a comprehensive Facility Master Plan addressing enrollment growth changes in program offerings, the exterior campus environment, individual building sites, parking, pedestrian and vehicular circulation and the general aesthetic of the University Campus.

The Master Plan which evolved was developed in a collaborative process involving the campus faculty, staff and administration, as well as the University board. It outlines campus construction priorities and strategies through 2020.

The Facility Master Plan addresses:
• Editing building and site condition assessments
• Vehicular circulation, parking conditions and improvements including service and emergency vehicles
• Pedestrian circulation
• Campus edge / gateway conditions and improvements
• Open space, character and improvements
• Facility projects including:
  • Infrastructure
  • Demolition of existing buildings - 14 buildings
  • Modernization and expansion - 9 projects
  • New facilities - 10 projects
• Implementation sequencing and timeline
• Architectural and landscape design guidelines

A utility master plan addressing a new mechanical central plant and distribution system, well utility improvements, power requirements and new telecommunications and technology network was developed simultaneously and coordinated with the Facility Master Plan.

The master plan supports significant growth on a constrained / limited 50 acre campus. Major projects include:
• Performing Arts and Music Center
• New gymnasium / wellness center and sports fields
• New Residence Hall
• New Student Union
• Chaplain Expansion
• Science lab and instruction building
• New multi-disciplinary classroom facilities
• New Administrative Center
• Additional surface and structured parking

HPI In its role as Campus Architect, provided schematic design and feasibility studies for the Student Residence Tower, Student Union, Lyceum Theatre expansion and a parking / soccer deck structure at the southwest edge of the campus. Additionally, HPI assisted the Campus in coordinating the services and design efforts of other architects on the Performing Arts / Music Center and the Student Center Academic Center (science lab and classroom facility) to insure consistent implementation of the Master Plan vision.

Reference:
Canal Taylor
President
Vanguard University of Southern California
Fifty-Five Fair Drive
Costa Mesa, CA 92626
(714) 544-3610 x 402
office@president@vanguard.edu
PROPOSAL FORM A:
#3. Proposer Corporate Information

Corporate Information: Cambridge West Partnership, LLC

Type of Firm: Limited Liability Corporation

Business License Number: California: 0828910047
                  New Hampshire: 563678

Number of years in business under firm name: Six Years

Full name of firm's officers and managing employees as related to this Contract:

         C. M. Brahmbhatt
         Joyce M. Black

Has the firm changed its name within the past 3 years? No

Have there been any recent (within the last three years) changes in control/ownership of the firm?


Have officers or principals of the firm ever had their business license suspended or revoked for any reason? No

List any legal actions pending against the company or members of the team. None

List any current unresolved disputes/allegations against the firm/team member. None
PROPOSAL FORM B: PRICE SCHEDULE

A. Billable Hours:

<table>
<thead>
<tr>
<th>Team Member Title</th>
<th>Hourly Rate</th>
<th>Total Estimated Project Hours</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.M. Brahmbhatt, Managing Director</td>
<td>$160</td>
<td>300</td>
<td>$48,000</td>
</tr>
<tr>
<td>Joyce Black, Partner</td>
<td>150</td>
<td>800</td>
<td>120,000</td>
</tr>
<tr>
<td>Fred Trapp, Associate</td>
<td>150</td>
<td>260</td>
<td>39,000</td>
</tr>
<tr>
<td>Ardith Richey, Support Staff</td>
<td>75</td>
<td>200</td>
<td>15,000</td>
</tr>
<tr>
<td>Ken Cereghino, Founding Partner, Advisor</td>
<td>150</td>
<td>40</td>
<td>6,000</td>
</tr>
<tr>
<td>HPI Architectural Support</td>
<td>150</td>
<td>1,080</td>
<td>162,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>390,000</td>
</tr>
</tbody>
</table>

B. Billable Costs: Please indicate your billable costs for the following project functions. If these costs are included in your billable rates above, please mark "included".

- **Travel:** Transportation
  - Mileage
  - Lodging
  - Subsistence
  - Other

- **Communication:**
  - Phone/Fax
  - Mail/UPS
  - Express/Delivery Svs
  - Other

- **Production:**
  - CAD/Plotting
  - Shipping
  - Copy/Printing $20,000
  - Equipment Rental
  - Subcontracted Services
  - Agency Review
  - Other

C. Other Costs: Please indicate below any costs not specified above, and list any applicable reimbursables and their respective unit costs: Develop components for total cost of ownership and provide for any one project in immediate future of $15,000

TOTAL PROPOSAL FEE NOT TO EXCEED: $425,000
(including all billable hours and costs referenced above in Sections A, B & C)

PROPOSAL FORM C: GENERAL TERMS AND CONDITIONS

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of ninety (90) calendar days from the opening date.
Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informalities in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final Agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud.

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one-(21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract on July 12, 2012 or within ten (10) calendar days following the District's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY.

Cambridge West Partnership, LLC
Company Name

34 Eclipse, Irvine, California 92620
Mailing Address

1.949.300.0580
Telephone Number FAX Number

By: Signature (Manual)

C.M. Brahmbhatt
By: Signature (Typed)

Member / Managing Director
Title
PROPOSAL FORM D:  AGENDA ACKNOWLEDGEMENT

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum #1  Date Received: June 20, 2012

Addendum #2  Date Received: __________

Addendum #_____  Date Received: ______________________

Addendum #_____  Date Received: ______________________

Addendum #_____  Date Received: ______________________

Addendum #_____  Date Received: ______________________

Addendum #_____  Date Received: ______________________

Addendum #_____  Date Received: ______________________

Addendum #____  Date Received: ___

Addendum #_____  Date Received: ______________________
C.M. Brahmbhatt, being first duly sworn, deposes and says that he is Managing Director of Cambridge West Partnership, LLC, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

[Signature]

Date 6/20/12
APPENDIX B

INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL

State of California

County of Orange

The undersigned, being first duly sworn, deposes that he/she is Member / Managing Director of Cambridge West Partnership, LLC herein called the Proposer; that the Proposer has submitted a proposal to manage and operate the two bookstores of the Southwestern Community College District, herein called the District.

The Proposer agrees that he/she is familiar with the circumstances affecting the preparation and making of such proposal, and is properly qualified to make this affidavit; that he/she certifies the following.

Proposer is insured with policy limits not less than the following:

a. Commercial General Liability:
   Bodily Injury & 2,000,000 General Aggregate
   Property Damage $1,000,000 Products Aggregate
   $1,000,000 Each Occurrence
   $ 50,000 Fire Damage Limit
   $ 5,000 Medical Expense Limit

b. Auto Liability to include owned, Non-owned and hired:
   Bodily Injury $1,000,000 each person
   $1,000,000 each accident
   Property Damage $1,000,000 each accident
   or
   Combined Single Limit $1,000,000 each accident.

c. Worker's Compensation Coverage* Statutory for State of California

d. Professional Liability (Errors and Omissions)
   $1,000,000 Each Occurrence

*Alternatively, a State of California Certificate of Self-insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance.

Subscribed and sworn to before me

this ____ day of _____, 2012.

Print name: C.M. Brahmbhatt

Notary Public Title
My commission expires

Firm: Cambridge West Partnership, LLC

Signed ________________________________

Title: Member / Managing Director

Please see attached Certificate of Insurance
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Certificate Holder:
Southwestern Community College District
Attn: Priya Jerome, Dir of Purchasing
900 Otay Lakes Rd Rm 1651
Chula Vista, CA 91910

J. Clifton Avery Insurance Agency
21 South Main Street
SOUTHBORO NH 03894-1510

Irvine CA 92620

Coverages
Certificate Number: CL1261802556
Revision Number: 0

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Insurer</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>AVA-1261802556</td>
<td>PAS001943135</td>
<td>10/1/2011</td>
<td>10/1/2012</td>
<td>$2,000,000</td>
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<tr>
<td>Umbrella Liability</td>
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<td>PAS001943135</td>
<td>10/1/2011</td>
<td>10/1/2012</td>
<td>$4,000,000</td>
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<tr>
<td>Workers Compensation &amp; Employers' Liability</td>
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<td>MCO019890947</td>
<td>10/1/2011</td>
<td>10/1/2012</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td></td>
<td>SP2008741C</td>
<td>10/1/2011</td>
<td>10/1/2012</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Certificate holder will be included as additional insured upon finalization of the contract negotiation. WC 3A: NH and CA-Kenneth Lereghino and Joyce Black are excluded members.

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

Thomas O'Dowd/JHO
APPENDIX C
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Every person, firm, company, or corporation with whom the Southwestern Community College Dis­trict does business in the amount of $10,000 or cumulative contracts totaling $10,000 is required to sign the following statement:

Suppliers will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin, or physical handicap; and shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, age, national origin or physical handicap.

Cambridge West Partnership, LLC
Company or corporation

By: ____________________________

Title: Member / Managing Director

Address: 34 Eclipse, Irvine, California 92620
APPENDIX D

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Cambridge West Partnership, LLC
Company or corporation

By: [Signature]
Title: Member / Managing Director
Address: 34 Eclipse, Irvine, California 92620

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
APPENDIX E

SAMPLE CONTRACT: 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 ______________ 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:

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 $______ 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 ______ and shall terminate on ______.
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 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. Contractor also agrees to carry Automobile Liability Insurance to include owned, non-owned or hired with limits of one-million dollars ($1,000,000) per occurrence. Contractor will also carry Professional Liability Insurance (Errors and Omissions) with limits of one-million dollars ($1,000,000) per occurrence. 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 coverage and endorsements required hereunder including a thirty (30)
day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy. All specifications on insurance requirements must be adhered to as identified in the RFP and duly signed as acknowledged in Appendix B.

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.

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 ______ day of ______, 2012.

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

Company Name ___________________________  Southwestern Community College District
Name: ________________________________  Melinda Nash, Ed.D
SS#/Federal Tax ID: ___________________________  Superintendent/President
Address: ________________________________  900 Otay Lakes Road
Telephone ________________________________  Chula Vista 91910-7299
Fax ________________________________  Telephone: 619.482.6301
Are you District Employee?  Yes  No
Fax: ________________________________  Fax: 619.482.6413
Is a Credential or Special License required for consultancy?  Yes  No
Signature: ________________________________  Signature: ________________________________
If yes, please specify and attach a copy of the  Date: ________________________________
current license: ________________________________  Originator: ________________________________
Signature: ________________________________  Account No: ________________________________
Date: ________________________________
## APPENDIX F

### 2012-15 Strategic Plan

### Strategic Priorities - Institutional Goals and Objectives

<table>
<thead>
<tr>
<th>Strategic Priority</th>
<th>Institutional Goals</th>
<th>Institutional Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teaching and Learning</td>
<td>• SWC will provide excellent instruction and develop a culture of independent thinkers and learners.</td>
<td>• Develop and implement a professional development program for instructors teaching via distance education to enhance consistent quality of instruction • Develop and implement a plan for infusing critical thinking into all aspects of the student experience</td>
</tr>
<tr>
<td>Student Access</td>
<td>• SWC will promote a student-centered climate that provides equal access to educational achievement through collaboration that values diversity</td>
<td>• Explore alternative scheduling options to increase access to growing populations • Promote the Higher Education Centers as critical access points in the communities served by the College District • Increase student access through the use of technology (e.g., interactive website, online support services, etc.)</td>
</tr>
<tr>
<td>Student Success</td>
<td>• SWC will promote a culture of academic success by creating a safe and supportive environment that enables students to achieve their educational goals.</td>
<td>• Promote student success by increasing retention, persistence, and completion • Enhance instruction, student support services, and operational effectiveness by fostering cultural competency • Promote student success by providing identical student and instructional support services for online students as are available for students who attend classes on campus</td>
</tr>
<tr>
<td>Economic, Workforce and Community Development</td>
<td>• SWC will contribute to the region’s economic revitalization through resources that support the expansion of local business &amp; industry and by expanding programs that generate new &amp; vital workforce &amp; business development opportunities for students and community.</td>
<td>• Implement &amp; maintain a College-wide Workforce and Business Development (WBD) Plan that promotes current SWC programs supporting economic, workforce and community development efforts and to identify new and emerging opportunities • Support the creation, retention, and expansion of business and industry to contribute to the revitalization of our local economy • Increase Cooperative Work Experience Education program (CWEE), service learning practicum, internships &amp; other learning opportunities between SWC, Industry &amp; Business</td>
</tr>
<tr>
<td>Strategic Priority</td>
<td>Institutional Goals</td>
<td>Institutional Objectives</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Organizational Effectiveness</td>
<td>• SWC will provide effective implementation of organizational goals/strategies by cultivating and sustaining processes, systems and culture that supports optimal organizational structure, capacity and capability. • SWC will meet the evolving needs of students, faculty, staff and community in support of an innovative learning environment.</td>
<td>• Promote and sustain a culture of evidence based on data-driven decisions that support continuous improvement efforts and student success. • Support, promote and sustain shared planning and decision-making through the shared Consultation Council as the central point of constituency review and approval of institutional infrastructure processes. • Review and update College District policies and approve procedures for such policies with full constituency input.</td>
</tr>
<tr>
<td>Institutional Technology and Research</td>
<td>• SWC will meet current and anticipated technology needs required to support and enhance the educational and workplace experience.</td>
<td>• Increase the integration of information technology systems needed for instruction, student support, online learning, operations, research, auxiliary services and security. • Upgrade the network infrastructure district-wide, including wireless and Wide Area Networks, to better serve the needs of academic, student and administrative services. • Support the development of the Office of Institutional Effectiveness for increased availability of data, research, and grants as well as improved institutional planning.</td>
</tr>
<tr>
<td>Physical and Financial Resources</td>
<td>• SWC will act in a responsible, accountable and transparent manner in budget and financial matters, and will actively and ethically seek outside sources of funding in order to preserve financial solvency. • SWC will provide that the college’s design and infrastructure meets the evolving needs of all students, faculty, staff and community in support of an innovative learning environment.</td>
<td>• Establish and provide financial information systems that are transparent and easily accessible in support of the budget development process. • Maximize utilization of existing facilities and develop new facilities based on ever-changing student learning needs, emerging technologies, Governing Board goals and the SWC Strategic Plan.</td>
</tr>
<tr>
<td>Human Resources</td>
<td>• SWC will recruit, hire and train qualified and diverse staff, faculty, and administrators, demonstrating its commitment to providing an equitable and inclusive environment which supports professional growth and academic success of all employees and students.</td>
<td>• Develop and implement a system that allows full participation for faculty and staff in order to support internal processes and integrated planning. • Create and sustain a culture of inclusion at SWC that supports the charge of the Diversity and Equity Committee as well as promotes trust, respect and collaboration.</td>
</tr>
</tbody>
</table>
APPENDIX G

Educational & Facilities Master Plan Samples (2)
To be provided by the Proposer

Please see attachments to Proposal

Bakersfield College - Educational Master Plan Draft

Golden West College - Educational Master Plan

Cerritos College - Facilities Master Plan

Coast Community College District - Vision 2020 Facilities Master Plan
## APPENDIX H

**Southwestern Community College District**

Educational and Facilities Master Plan
Submission Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>Included in RFP Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Form A: Proposer Qualifications and Information</td>
<td>X</td>
</tr>
<tr>
<td>Proposal Form B: Price Schedule</td>
<td>X</td>
</tr>
<tr>
<td>Proposal Form C: General Terms and Conditions</td>
<td>X</td>
</tr>
<tr>
<td>Proposal Form D: Addenda Acknowledgement</td>
<td>X</td>
</tr>
<tr>
<td>Appendix A: Non Collusion Affidavit</td>
<td>X</td>
</tr>
<tr>
<td>Appendix B: Insurance Affidavit</td>
<td>X</td>
</tr>
<tr>
<td>Appendix C: Equal Opportunity Affirmative Action Statement</td>
<td>X</td>
</tr>
<tr>
<td>Appendix D: Contractor’s Certificate Regarding Worker’s Compensation</td>
<td>X</td>
</tr>
<tr>
<td>Appendix E: Sample Contract</td>
<td>X</td>
</tr>
<tr>
<td>Appendix F: 2012-15 Strategic Plan/Strategic Priorities/Institutional Goals &amp; Objectives</td>
<td>X</td>
</tr>
<tr>
<td>Appendix G: Educational &amp; Facilities Master Plan Samples (2)</td>
<td>X</td>
</tr>
<tr>
<td>Appendix H: Submission Checklist</td>
<td>X</td>
</tr>
</tbody>
</table>
A. Billable Hours:

<table>
<thead>
<tr>
<th>Team Member Title</th>
<th>Hourly Billable Rate</th>
<th>Total Estimated Project Hours</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.M. Brahmbhatt, Managing Director</td>
<td>$160</td>
<td>300</td>
<td>$ 48,000</td>
</tr>
<tr>
<td>Joyce Black, Partner</td>
<td>150</td>
<td>800</td>
<td>120,000</td>
</tr>
<tr>
<td>Fred Trapp, Associate</td>
<td>150</td>
<td>260</td>
<td>39,000</td>
</tr>
<tr>
<td>Ardieh Richey, Support Staff</td>
<td>75</td>
<td>200</td>
<td>15,000</td>
</tr>
<tr>
<td>Ken Cereghino, Founding Partner, Advisor</td>
<td>150</td>
<td>40</td>
<td>6,000</td>
</tr>
<tr>
<td>HPI Architectural Support</td>
<td>150</td>
<td>1,080</td>
<td>162,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>390,000</strong></td>
</tr>
</tbody>
</table>

B. Billable Costs: Please indicate your billable costs for the following project functions. If these costs are included in your billable rates above, please mark “included”.

Travel: Transportation
- Mileage
- Lodging
- Subsistence
- Other

Communication:
- Phone/Fax
- Mail/UPS
- Express/Delivery Svcs
- Other

Production:
- CAD/Plotting
- $20,000.00 for Digital graphic, copy and printing. CWP will provide 10 copies and One CD for EMP and FMP upon completion.
- Shipping
- Copy/Printing
- Equipment Rental
- Subcontracted Services
- Agency Review
- Other

C. Other Costs: Please indicate below any costs not specified above, and list any applicable reimbursables and their respective unit costs: Develop components for total cost of ownership and provide the total cost of ownership calculation for any one project selected by the District. On the basis of the total cost of ownership calculated for the selected project, CWP will provide the total cost of ownership for all proposed projects in the facilities master plan for $15,000.

TOTAL PROPOSAL FEE NOT TO EXCEED: $ 425,000 ( $125,000.00 for EMP and $300,000.00 for FMP)
(including all billable hours and costs referenced abotions A, B & C)

PROPOSAL FORM C: GENERAL TERMS AND CONDITIONS Payment terms: The District will be billed 1/10th of the total proposal fee on a monthly basis which will be $42,500 for the next 10 months. All payments must be received within 30 days of the date of invoice.

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of ninety (90) calendar days from the opening date.
Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informalities in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final Agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud.

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one-(21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract on July 12, 2012 or within ten (10) calendar days following the District's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY.

Cambridge West Partnership, LLC
Company Name

34 Eclipse, Irvine, California 92620
Mailing Address

1.949.300.0580
Telephone Number FAX Number

By: Signature (Manual)

C.M. Brahmbhatt
By: Signature (Typed)

Member / Managing Director
Title
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Kathy Tyner, M.S.
Vice President for Academic Affairs

INITIATED BY: Richard Fielding, M.S.
Interim Dean, School of Mathematics, Science and Engineering

SUBJECT: Amendment No. 1 to Agreement with Space and Naval Warfare Systems Center Pacific

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. A2635.09 with Space and Naval Warfare Systems Center Pacific, to renew our existing partnership for student internship positions, for the period July 1, 2012 to June 30, 2017, inclusive, in stipend amounts ranging from $300 to $2,000, paid to interns.

RATIONALE FOR RATIFICATION

Document was received after the established deadline for June 2012 Board meeting.

OVERVIEW

The Student Summer Internship Program offers Southwestern College (SWC) students the unique and positive experience of working with state-of-the-art equipment and performing research and development work with scientists and engineers, which will encourage them to pursue careers within the Department of the Navy. Qualified Mathematics, Engineering, Science Achievement (MESA) students who complete the program will receive compensation in the form of a scholarship funded by the SWC NSF STEP Grant of the MESA Program and the School of Mathematics, Science, and Engineering Research and Training Institute. Students majoring in science have identified participation in a research internship as one of the top factors that contributed to their academic success. Our 2005-2009 partnership resulted in summer research internships for more than 25 students. The amendment extends the term of the agreement through June 30, 2017.

FISCAL IMPACT/ACCOUNT

Varied Stipend Amounts/Account Nos. 1-42430-649973-713, 142430-600402-730 (Grant funds)

RF:rf
AMENDMENT No. 1 TO AGREEMENT BETWEEN
SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC
AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

This Amendment ("Amendment") No. 1 is made by and between SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC, the Navy's Information Dominance Systems Command, and SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ("Contractor"), each a "Party" and, collectively, the "Parties." The effective date of this Amendment shall be July 1, 2012 and shall terminate on June 30, 2017 ("Effective Date of Amendment").

In consideration of the mutual promises of the Parties, the receipt and sufficiency of which are hereby acknowledged, the STUDENT SUMMER INTERNSHIP PROGRAM AGREEMENT between the Parties ("Agreement"), dated April 16, 2009 is hereby amended as follows:

12. Duration and Review. This MOU shall continue for a period of five years, terminating on June 30, 2017. This MOU will be reviewed annually and revised as appropriate.

The term for performance of services is hereby extended to June 30, 2017.

All other terms of the Agreement remain in full force and effect. In the event of a conflict, the provisions, terms and conditions of this Amendment shall prevail.

The Parties have executed the Amendment as of the last date set forth below.

SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC

BY: ____________________________
Print: __________________________
Title: __________________________
Date: __________________________

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

BY: ____________________________
Print: Melinda Nish, Ed.D.
Title: Superintendent/President
Date: __________________________

Originator: Fielding
Budget: 1.42430.600402.730
1.42430.649973.713

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No. 03035669
Date: 4/17/19
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed. D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

INITIATED: Priya Jerome
Director of Purchasing, Contracting and Central Services

SUBJECT: Agreement and Amendment No. 1 with Keenan & Associates

RECOMMENDATION

Ratify Agreement No. A3563.12 and Amendment No. 1 with Keenan & Associates, to provide property and casualty claims administration for the District’s Risk Management Program, for the period July 1, 2010 through June 30, 2013, inclusive, at an estimated amount not to exceed $22,500 cost to the District for the three (3) year term.

RATIONALE FOR RATIFICATION

Agreement is being brought forward for ratification/approval per guidelines of Education Code No. 81655 requiring all Agreements be approved or ratified by the District Board of Trustees. Previous Risk Management Supervisor did not submit the Agreement for approval or ratification.

OVERVIEW

This Amendment extends the 2011 – 2012 Property and Casualty Claims Administration pricing into the 2012 - 2013 fiscal year. Keenan will honor the same pricing and continue to provide the same services as outlined in the original Agreement.

FISCAL IMPACT/ACCOUNT

NTE $22,500 Cost to the District/Account No. 1-45110-672002-000

PJ/Ih
This Property and Casualty Claims Administration Agreement ("Agreement") is made and entered into by and between Southwestern Community College District ("Client") and Keenan & Associates ("Keenan"), as of July 1, 2010 ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**
   
The term of this Agreement is from July 1, 2010 through June 30, 2013 ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**
   
   A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

   - Exhibit A-1 - Administrative Services
   - Exhibit A-2 - Adjustment Services
   - Exhibit A-3 - Investigative Services
   - Exhibit A-4 - Additional Investigative Services

   B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by Statewide Association of Community Colleges. Such claims shall be referred to hereafter as "Claims."

   C. Keenan shall perform its obligations hereunder as an independent contractor and, except as specifically set forth in this Agreement, shall not be an employee, officer, agent or fiduciary of Client. Keenan shall be responsible for, and pay all of, its operating and personnel expenses.

   D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement.

   E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

            Keenan & Associates - License #H451231
            Claim Administration Agreement TIE
            Confidential For Client Use Only
            (Rev. 4/10)
3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.

B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.

C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.

E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.

F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.
5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

A. **Workers' Compensation:** Coverage in conformance with the laws of the State of California and applicable federal laws;

B. **General Liability:** Coverage (including motor vehicle operation) with a One Million Dollar ($1,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability; and

C. **Errors and Omissions:** Coverage with a One Million Dollar ($1,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION ON LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.
8. **DISPUTE RESOLUTION**

A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representative of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.

B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.

C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

A. This Agreement may be terminated upon the occurrence of any of the following events:

i. By either party upon the dissolution or insolvency of either party;

ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a
manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.

C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. DISPOSITION OF FILES

A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. SOLICITATION OF EMPLOYEES

Throughout the term of this Agreement and for one year following the termination date, Client shall not, without Keenan's prior written approval, solicit or employ directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any then-current Keenan employee, contractor or consultant who performed work for Client under this Agreement.

12. MARKETING

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. OTHER RELATIONSHIPS

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.
B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.

C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

14. **GENERAL**

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.

D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.

E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions,
earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.

G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.

H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department
Fax: (310) 533-0573

I. This Agreement may be executed in counterparts and by fax signatures.
J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

<table>
<thead>
<tr>
<th>Southwestern Community College District</th>
<th>Keenan &amp; Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature:</strong></td>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>By:</strong></td>
<td>Steven V. Moccardini</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Vice President</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>2355 Crenshaw Blvd., Ste. 200</td>
</tr>
<tr>
<td><strong>Torrance, CA 90501</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
<td>(310) 212-0363 ext. 2624</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td>(310) 212-0300</td>
</tr>
<tr>
<td><strong>Attention:</strong></td>
<td>Greg Trapp</td>
</tr>
</tbody>
</table>

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

Approval No.: A3563.12

Date: 12/11/12
EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:

   A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.

   B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.

   C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.
EXHIBIT A-2
ADJUSTMENT SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:

A. The maintenance of a file on each Claim reported to Keenan.

B. Periodic review and adjustment of reserves on all open Claims.

C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.

D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.

E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.

F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the Memorandum of Coverage or Insurance Policy and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.

G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.

H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.

I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.
1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:

   A. Receipt and examination of all reports of Claims.

   B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.

   C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.

   D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.

2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.
EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:

A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, ‘Additional Investigative Services’).

2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.

3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan, provided that the rates charged by Keenan employees or affiliates shall be at market rates.
EXHIBIT B
COMPENSATION

1. Client agrees to pay Keenan fees calculated as follows:

   A. For the period of July 1, 2010-June 30, 2011:

   - V.P./A.V.P./Claims Manager - $90.00 per hour
   - Senior Claims Examiner - $85.00 per hour
   - Claims Examiner - $75.00 per hour
   - Expenses - 42% of hourly billings
   - Minimum per file charge - One hour

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan’s then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.

3. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.

4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan’s original invoice at the rate of (a) 1 1/2 percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.
Southwestern Community College District
Office of Purchasing, Contracting & Central Services

Amendment to Agreement
Between
Keenan & Associates and Southwestern Community College District

Amendment No. 1 (one)
Governing Board Date: July 11, 2012

Southwestern Community College District (District) and Keenan & Associates (Keenan) entered into an original Agreement on July 1, 2010 with approval No. A3563.12 for the period July 1, 2012 through June 30, 2013.

This Agreement shall be amended as follows:

1. The effective date of this Amendment is July 1, 2012.

2. The Amendment amends Exhibit B Compensation of the Agreement for the period July 1, 2012 through June 30, 2013 to read as outlined below. This Amendment supersedes any and all prior understanding between the Parties as to this matter.

   Compensation is amended as follows for the period July 1, 2012 through June 30, 2013:
   - V.P./A.V.P./Claims Manager: $90.00 per hour
   - Senior Claims Examiner: $85.00 per hour
   - Claims Examiner: $75.00 per hour
   - Expenses: $42% of hourly billings
   - Minimum per file charge: one hour

3. All other terms and conditions of the Agreement remain unchanged.

4. Each person signing the Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

Southwestern Community College District

Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910
619-482-6301

District Contact
Priya Jerome
Director of Purchasing, Contracting & Central Services
Phone: 619-482-6557
Fax: 619-482-6323

Keenan & Associates

Steven V. Maccardini
Vice President
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501
949-940-1760

Keenan Contact
Steven V. Moccardini
Vice President

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3563.12
Date: 6/21/12
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

SUBMITTED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBJECT: Agreement with Emerald Data Solutions, Inc.

RECOMMENDATION

Ratify Agreement No. A3561.12 with Emerald Data Solutions, Inc., for BoardDocs system and services, for the period June 13, 2012 to June 12, 2013, inclusive, in the amount of $9,000 per year and $1,000 implementation fee.

RATIONALE FOR RATIFICATION

Agreement was submitted following the BoardDocs demonstration presented to Board at June 9, 2012 Board Retreat, after July Board agenda deadline.

OVERVIEW

BoardDocs is a state-of-the-art web-based Governance Document Management System. Developed for school boards, the system provides a means of immediately publishing and revising agenda items, support documents, policies and procedures via the Internet. BoardDocs service provides governing bodies a way to eliminate written documentation while maintaining a searchable repository for all documents.

BoardDocs will replace the current process of preparing hard copies of Governing Board agendas and enclosures that requires a significant amount of staff’s time, as well as paper production.

This agreement replaces the original agreement with BoardDocs at an annual charge of $12,000, approved at the July 11, 2007 Board meeting.

FISCAL IMPACT/ACCOUNT

$10,000 Cost to the District/Account No.1-45110-661000-000

MN:lc
BoardDocs
End User Agreement
Part I: Order Form

Emerald Data Solutions, Inc. ("Emerald"), 519 Johnson Ferry RD NE, Building A, Suite 100, Marietta, GA 30068, provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Service Agreement (the "Agreement"). By executing this Agreement, effective as of the "Effective Date" indicated below, the below named customer ("Customer") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

<table>
<thead>
<tr>
<th>PROJECT INFORMATION</th>
<th>SALES INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Term: 3 year</td>
<td>Sales Rep Name: Bill Terry</td>
</tr>
<tr>
<td>Billing Agent: CCCLC</td>
<td>Sales Rep Phone: 800-407-0141 x3529</td>
</tr>
<tr>
<td></td>
<td>Sales Rep Email: <a href="mailto:bterry@boarddocs.com">bterry@boarddocs.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CUSTOMER INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Origination Name: Southwestern Community College District</td>
</tr>
<tr>
<td>Address: 900 Otay Lakes Road</td>
</tr>
<tr>
<td>City: Chula Vista</td>
</tr>
<tr>
<td>State: CA</td>
</tr>
<tr>
<td>Zip: 91910-7299</td>
</tr>
<tr>
<td>Telephone: (619) 482-6315</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT ROLES</th>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary:</td>
<td>Mary Garlo</td>
<td>(619) 482-6301</td>
<td><a href="mailto:mgarlo@swccd.edu">mgarlo@swccd.edu</a></td>
</tr>
<tr>
<td>Administrative:</td>
<td>Mary Garlo</td>
<td>(619) 482-6301</td>
<td><a href="mailto:mgarlo@swccd.edu">mgarlo@swccd.edu</a></td>
</tr>
<tr>
<td>I/T:</td>
<td>Ben Seaberry</td>
<td>(619) 482-6336</td>
<td><a href="mailto:bseaberry@swccd.edu">bseaberry@swccd.edu</a></td>
</tr>
<tr>
<td>Billing:</td>
<td>Wayne Yanda</td>
<td>(619) 482-6414</td>
<td><a href="mailto:wyanda@swccd.edu">wyanda@swccd.edu</a></td>
</tr>
</tbody>
</table>

2. Charges. For each "BoardDocs site" (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable, except as described in Section 3 below. The initial NRC and ARC will be invoiced immediately after implementation of the Services and Applications indicated below (the "Services").

<table>
<thead>
<tr>
<th>Initial Service</th>
<th>Type of Services</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>NRC (Non-Recurring)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>0</td>
<td>BoardDocs Pro ARC (Annual Recurring Charge)</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>0</td>
<td>BoardDocs LT ARC (Annual Recurring Charge)</td>
<td>$2,700.00</td>
</tr>
</tbody>
</table>

3. Term. The "Term" of this Agreement will commence on the Effective Date and continue for the Initial Agreement Term checked in Section 1 above. On the expiration of the Initial Agreement Term, the Term of this Agreement will automatically renew and remain in effect for consecutive 1 year periods (each a "Renewal Term"), unless either party elects to terminate this Agreement effective as of the expiration of the then-current complete Initial Agreement Term or Renewal Term, as the case may be, by providing written notice of such termination to the other party at least 30 days prior to the expiration of the then-current complete Initial Agreement Term or Renewal Term, as the case may be. After the first year of the Initial Agreement Term, Customer may terminate this Agreement and the Term at any time upon at least 30 days prior written notice to Emerald (an "Early Termination"). Within 30 days of an Early Termination after the first year of the Initial Agreement Term, Emerald will refund to Customer any unused prorated portion of the ARC already paid for that year that represents the remaining portion of the ARC that would cover the part of the current year after the effective date of such Early Termination.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

[Signature]
Melinda Nish
Name and Title of Authorized Representative
6/13/2012
Date

EMERALD DATA SOLUTIONS, INC.
[Signature]
Ari Ioannides
Name and Title of Authorized Representative
6/13/2012
Effective Date

Approved as to form by
Purchasing, Contracting & Central Services
Director
Approved No.: 1356112
Date: 6/13/12
Part II: Additional Terms and Conditions

4. Provision of Service. Subject to the terms and conditions of this Agreement, Emerald will make the "Service" as defined in Section 7 available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Emerald Acceptable Use Policy ("AUP"), which SLA and AUP, are posted on Emerald's web site at http://www.BoardDocs.com/Home.isst/legal and both of which are incorporated into and made a part of this Agreement. Emerald will use commercially reasonable efforts to make a version of the Service available to Customer by a commencement date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such initial Service will be co-branded with both parties' "Marks" (as defined in Section 10). Emerald may modify certain components of the Service or Services as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues. Customer may request in writing to switch to any other version of the Services supported by Emerald, and Emerald will make every reasonable effort to accomplish such change request to the extent possible and will automatically make the corresponding changes to appropriate ARC for such version.

5. Payment. Customer agrees to pay Emerald (or its designee) all charges or fees described in this Agreement within 30 days of Customer's receipt of the applicable invoice. Any amount not paid within such 30-day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1 1/2%) per month, or (b) the highest rate permitted by applicable law. ARCs will be invoiced annually in advance. ARCs, if any, will be invoiced promptly following the Effective Date. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its receipt of the Service or provision of the Services. The continued provision of Services is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit.

6. Termination. This Agreement is effective for the Term described in Section 3. Customer has the Early Termination right after the first year of the Initial Agreement Term (as described in Section 3), and both parties have the right to not renew the Agreement for a Renewal Term (as also described in Section 3). In addition, Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Services upon: (a) Customer's failure to pay any amount when due under this Agreement (after 10 days prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service or Services which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such Customer Caused Termination or Suspension. Upon any termination of this Agreement, Customer agrees its right to use the Services and Applications or Emerald "Intellectual Property" and "Marks" (as defined in Section 10 hereof) immediately ceases and shall cause all of its affiliates to cease using the Service and all of Emerald's Intellectual Property. Customer agrees to completely destroy all copies in any form of any Emerald Applications and Intellectual Property (and all accompanying documentation) in its or its affiliates' possession upon termination of this Agreement for any reason. Upon written request and payment of any applicable fees, Emerald will work with Customer to provide reasonable access to Customer's data for up to one year after termination of this Agreement (other than following Customer's breach hereof), provided that Customer immediately deletes all local copies of the Applications and Emerald Intellectual Property in Customer's possession.

7. Applications and Use of Service. Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service and use for Customer's purposes the Applications solely during the Term. Customer will be responsible for all hardware, software (including browser software) and internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet its utilization demands. Customer will be solely responsible for ensuring that each of the persons or entities the access the Service or Applications through Customer or its systems, or with its consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service, Applications or Emerald Intellectual Property or Marks, unless permitted by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service or Applications for which source code is not provided, and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service or Applications by Users. If Emerald supplies source code for any Applications to Customer, Customer is solely liable and responsible for the consequences of any modifications to such source code or Applications made by or for Customer, and all support obligations or warranties with regard to such modified source code or Applications will be void and of no force or effect as a result of Customer's revisions thereto. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service or Applications. Customer agrees that it is solely responsible for maintaining, and ensuring that its users maintain, the confidentiality of any user passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service and Applications (the "Content"), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. "Content" does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Applications database. At the Customer's request, Emerald will export the data from the database for a mutually agreed-upon nominal fee. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free, irrevocable, perpetual license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service or the
Applications, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Emerald, arising out of any third party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Emerald’s AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service, Applications or Emerald’s systems or operations in any way; (c) engage in any conduct involving the Service or Applications that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service or Applications any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. To the greatest extent permitted by applicable law, Customer agrees to defend, indemnify and hold harmless Emerald from any and all liabilities, costs and expenses, including reasonable attorneys’ fees, arising from or relating to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer’s actions or omissions with respect thereto.

10. Ownership and Intellectual Property. "Intelectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, its Applications, Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will not acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service, Applications or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald’s exclusive ownership of Emerald’s Intellectual Property, Applications and Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to their own data and content. Subject to the terms of this Agreement, each party hereby grants to the other during the term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party’s trademarks and service marks (and the good will associated therewith) provided to the other by such party (the “Marks”) solely in connection with the other’s performance of this Agreement and in connection with their use of the Service or Applications. Each party agrees that any use of the other party’s Marks will be in strict accordance with the other party’s trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, APPLICATIONS, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. EMAID EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMAID EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMAID ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMAID, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY.

12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE, APPLICATIONS OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDENIDTY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. CUSTOMER’S REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THIS AGREEMENT AND EMAID'S AGGREGATE LIABILITY UNDER THIS AGREEMENT ARE LIMITED TO THE REMEDIES SET FORTH IN THE SLA.

13. Confidentiality. A party’s "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known, that is protected through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Applications contain Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party’s Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party’s Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the receiving party’s actions; (b) were independently developed by the receiving party before their disclosure by the disclosing party; or (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose disclosing party’s Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such
disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party’s Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party’s Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Confidential Information will cease to be protected as set forth in this Agreement on the third anniversary of the termination of this Agreement. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

(a) Unless the law that governs Customer’s existence or operation prohibits this, any claim or dispute relating to this Agreement will be submitted for binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16 and this Agreement will be governed by Georgia law. The parties agree that the arbitrator must adhere to the terms and conditions in this Agreement.

(b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.

(c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.

(d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 6, 10, 11, 12, 13, and 14.

(e) Customer understands that the Applications are accessed through the Internet and data may travel over the unsecured networks of several third party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer’s location or any things that happen by or through Internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "Events of Force Majeure").

(f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Emerald, which consent will not be unreasonably withheld or delayed. The remaining terms and conditions of this Agreement may not be amended except in a writing signed by both parties.
ITEM #16 B1
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
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. A3553.12 with Alfred Shihata, M.D., for medical services to students at Southwestern Community College District, for the period September 4, 2012 to August 30, 2013, inclusive, in an amount not to exceed $16,000.

OVERVIEW

The Health Services Agreement with Alfred Shihata, M.D., provides for on-campus medical assessment, consultation and treatment, TB testing and verification, immunization, and preventive health care for Southwestern College students during the 2012-13 academic year.

FISCAL IMPACT/ACCOUNT

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

MM/jb
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, MD 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:

a) 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 five hours per week.
b) Physician shall maintain malpractice insurance at the standard amount per claim and aggregate at no cost to the District.
c) Physician 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.
d) Physician shall write prescriptions as needed.
e) Physician shall give authorization for Health Services to utilize signature stamp and medical protocols throughout the complete term of the contract.

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

(a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed $16,000 per year 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 September 4, 2012 and shall terminate on August 30, 2013.

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 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 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 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.
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 11th day of July, 2012.

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

Alfred Shihata, M.D.
SS# Federal Tax ID: 366-72-9745
14058 Mira Montana Drive
Del Mar, CA 92014
Telephone: (W) 619-422-6158
Fax: 858-792-2624

Southwestern Community College District
Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619-482-6301
Fax: 619-482-6413

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: __________________________________________

Originator: Mia C. 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.: A3553.12
Date: 6/20/12
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Steven L. Crow
Vice President for Business and Financial Affairs

INITIATED: Robert J. Temple
Consultant, Business and Financial Affairs

SUBJECT: Agreement with Nirav Desai

RECOMMENDATION

Approve Agreement No. A3564.12 with Nirav Desai, to provide project controls and management and staff services to the Vice President for Business and Financial Affairs, for the period July 12, 2012 to April 30, 2013, inclusive, in the amount of $85 per hour, for a total amount not to exceed $128,000.

OVERVIEW

With the termination of Seville Construction Services, there is insufficient staff to manage the ongoing Proposition R projects. Mr. Desai has extensive project management experience and knowledge and he will assist the Vice President for Business and Financial Affairs in evaluating staffing needs for future Proposition R projects as well as managing ongoing Proposition R projects.

FISCAL IMPACT/ACCOUNT

NTE $128,000 Cost to the District/Account No. 5-45110-718701-970 (Prop R Funds)

RJT:jr
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 Nirav Desai 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:

See Attachment A

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 $85 per hour for a total amount not to exceed $128,000 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 July 12, 2012 and shall terminate on April 30, 2013.

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 of 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.
XXIV. ENTIRE AGREEMENT/MODIFICATION.

This Contract and the Attachments hereeto 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 11th day of July, 2012.

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

Southwestern Community College District

Name: Nirav Desai
SS#/Federal Tax ID: 158-78-3400
Address: P.O. Box 262071
City/State/Zip: San Diego, CA 92126
Telephone: 201-314-8449
Fax:

Are you a District employee? ☐ Yes ☒ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☒ No
If yes, please specify and attach a copy of current License. ____________________________

Signature: ____________________________
Date: ____________________________

Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619-482-6301/Fax: 619-482-6413

Signature: ____________________________
Date: ____________________________

Originator: Robert J. Temple
Consultant, Business & Financial Affairs

Account No.: 5-45110-718701-970

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: 43544.12
Date: ____________
SCOPE OF WORK

The scope of work includes:

- Overall monitoring of Proposition R
- Develop staffing plan in conjunction with the Vice President for Business and Financial Affairs to manage Proposition R in future years.
- Develop, strengthen and implement policy and procedures regarding capital projects, including Proposition R.
- Staff augmentation support for the Vice President for Business and Financial Affairs in relation to the Vice President's management of SWC Prop AA and Prop R Programs.
- Use of Oracle's "Primavera P6 Project Portfolio Management" software to compile schedule data for District Program reports upon request – including compilation of "what-if" schedule scenarios.
- Compilation of spent-to-date and cost-projection data for District Program Reports upon request.
- Review and recommendations regarding Program invoices and change order requests.
- Provide other program controls (program schedule and budget) assistance related to Prop AA and Prop R work upon request.

Exclusions

- The District will provide an office, desk phone, computer, email account, internet access, and software as necessary for these functions.

Qualifications

- See attached resume.
Nirav Desai  
11380 Spitfire Road, San Diego, CA 92126  
Cell: 201-314-8449 E-mail: vniravd@yahoo.com

Results-oriented, hands-on construction and development professional expertise of over 17 years in educational facilities and infrastructure design projects for government and private sector industry. Verifiable track record for the successful completion of multi-million dollar projects through coordinating trades, developing partnership and building positive rapport with architect/engineer, local officials, vendors and clients while maintaining costs. Expertise in contract negotiations, project estimating, impending design problems, document preparation, building code and regulations, material purchasing, site management through certification of occupancy.

Objective: Seeking a challenging position in the field of Construction Project Management that will utilize my immense experience and knowledge to capably manage and supervise various construction-related tasks and professionals.

Skills and Core Competencies:

- Team Building and Leadership
- Quality Control Management
- Construction Planning and Schedule
- Safety and Compliance Management
- Critical Path Project Management
- Organization and Time Management
- Permitting and Building code
- Budgeting and Cost Management

Work Experience:

SGI Construction Management, California  
Sr. Construction Manager – (September 06 - Present)

- Montgomery High School, LEED Platinum – 29 Million Dollar
- Chula Vista Middle School, LEED Silver – 11 Million Dollar
- Orange Coast Community College – 12 Million Dollar

Plan, Organize and manage the overall projects from inception to completion. Responsibilities include design and blueprint review and analysis of projects, preparation of construction documents, bidding, negotiations, sub contract selection, scheduling, project budget, building code compliance, project development, quality control, and certification of occupancy. Execute executive plan and reporting to V.P of college Administrator, Director of Facilities and Owners to ensure project is completed on schedule and within budget. Supervise staff and interactive with crews of up to 60 trade workers.

Turner Construction Company, San Diego, CA  

Successfully managed the 14 Million dollars complex modernization project. Responsible for review and execute multi-prime contract documents and provided weekly progress status reports.
to various stakeholder. I reviewed and ensured that the contract and regulation documents of projects are as per standards and do not violate any government or legal regulations. I provided ongoing interface with Contractors, Architects, Clients and Construction executive on project status and issues. Supervise staff and interactive with crews of up to 40 trade workers.

Bechtel Corporation (Telecommunication and Infrastructure Design Group), San Diego
Assistant Construction Manager – (September 1999 – August 2005)

Successfully managed Cellular Tower sites for over 1200 tenant improvement “TI” and 600 new build cellular wireless sites for Cingular and AT&T. Responsible for managing the 18 Million Dollar engineering design upgrade project. I took responsibilities for review construction drawings, specifications to ensure design met high-end civil, electrical, radio frequency requirements, and City telecom ordinances.

While working in Infrastructure Design group, I performed and managed preliminary calculation for the earthwork, civil grading and drainage. Prepare specification and design layout for a Park & Ride facility for Shore Parkway in Staten Island, and New Jersey Southern Light Rail Transit.

Parsons Brinckerhoff (PB), Newark, NJ
Civil and Traffic Engineer – (March 1996 - September 1999)

Hudson-Bergen Light Rail Transit System, New Jersey: Performed preliminary calculation for drainage and earthwork improvement. Assist in preliminary and final quantity takeoffs for proposed demolition and construction of structural and civil design work.

Newark Sports and Entertainment Authorities (NS&E), New Jersey: Responsible for the collecting of all the parking data supplied, proposed traffic signal improvement plans, preparation of traffic impact studies for local business and residential at various locations.

Newark International Airport (EWR) Monorail-Northeast Corridor Connection Project, New Jersey: Involved in preliminary and final cross section and profile design, designing structural crash wall for Route-21, structural investigation for NJRR “New Jersey Rail Road” Avenue foundation wall. Quantity takeoffs for proposed demolition and construction of structural and civil design work.

Education and Certifications:
• Bachelors’ degree in Civil Engineering, NJ Institute of Technology, New Jersey, 1996
• Masters’ degree in Construction Management, NJ Institute of Technology, New Jersey – 18 credits complete
• Annual OSHA 30-Hour Health and Safety Training, 2009
• Six Sigma – Yellow Belt Certification, 2004
• Bechtel Supervisory Development Program, 2002

Computer Skills:
Expedition, Primavera, Prolog, Window XP, MicroStation, Adobe family of products.

References:
To be furnished upon request
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Albert J. Román, D.P.A.
Vice President for Human Resources

SUBJECT: Agreement with Liebert Cassidy Whitmore

RECOMMENDATION

Approve Agreement No. A3562.12 with Liebert Cassidy Whitmore, for training workshops through the Southern California Community College District Employment Relations Consortium, for the period July 1, 2012 through June 30, 2013, inclusive, in the amount of $2,500.00.

OVERVIEW

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

FISCAL IMPACT/ACCOUNT

$2,500.00 Cost to the District/Account No. 1-45320-665000-000

AR:af
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 two (22) public agencies 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, 2012, 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, 2012. The fee, if paid after August 1, 2012 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 Dollars ($180.00 - $300.00) 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, 2012. 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-two (22) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2012.

Dated:__________

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By ____________________________

Dated:__________

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By ____________________________

Melinda Nish, Ed.D.
Superintendent/President

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

Approval No.: A3562/12

Date: 6/21/12
I. Comments

- Webinars are going well
  - Only taking questions in the chat box is good
  - Integrate questions throughout
  - Still want more people to attend
- Liked the AB1028 webinar
- Liked the idea of receiving modules to use during internal staff meetings
- Maria is doing great
- Issues facing districts include:
  - Senior Level contracts - cannot offer increases
  - Layoffs- 39 months – on the list; brought back; layoffed again
    - Tucker decision
    - Feel like they are in constant bumping mode
  - Return of veterans; PTSD; some on campus want to exclude them
  - Increased gang activity – possible need for a violence workshop
  - Negotiations
    - How to avoid unfair practice changes
    - Employees using social media/email to share info
  - Increased Harassment and Retaliation
- When repeating a class, the group would like LCW to highlight the new material in the workshop announcement
- If we do a video conference it should be in a central location

II. Services Explained

- LCW has multiple monthly newsletters: Education Matters, The Briefing Room (geared towards campus law enforcement) and Fire Watch (geared towards Fire Safety Personnel). Consortium members may request to receive any or all of these publications. The newsletters are sent either via surface mail or via email. The email comes from Newsletter@lcwlegal.com so please ensure that this email address is accepted by your system.
Southern CA Community College Districts ERC 2012/2013 Planning Meeting Notes
April 27, 2012

- LCW provides a guide as to who should attend the workshops and requests that the Consortium use their best discretion when registering employees for the session as the composition of the audience can impact the message and tone of the workshop.

- **Consortium Workshops across the State:** ERC members are able to attend other Consortiums' workshops. If you are interested in attending, you must contact Maria Conway two weeks prior to the scheduled workshop. Once all the registration sheets are received from the members of that Consortium, members from other Consortiums may attend, space permitting. There is no cost to attend another Consortium's workshop, unless they require a per person/refreshment fee.

- **www.lcwlegal.com:** LCW's website is fully searchable for specific articles and content appearing in our monthly newsletters and our annual Education Legislative Round-Up. Once on our site, click on “search” under “News and Publications” and enter key words relating to the specific subject or bill you're seeking information on. For example, if you'd like information regarding bill AB 1825, simply type in “AB 1825” in the search box and the information you need appears.

- **Social Media** - ERC Members can now follow us on Twitter and our Labor and Employment blog. Twitter followers receive instant tweets to our alerts of firm publications, blog posts, attorney authored articles and upcoming speaking engagements, events and seminars. [http://twitter.com/lcwlegal](http://twitter.com/lcwlegal). Blog subscribers receive weekly updates on fresh and new labor and employment issues from [http://www.calpublicagencylaboremploymentblog.com](http://www.calpublicagencylaboremploymentblog.com).

- **Individual/customized training:**
  - Includes the incorporation of your district policies and procedures, as well as an original set of materials for your reproduction.
  - Any of the workshops listed on the College Workshop Topics List can be presented outside of the consortium to one specific district or a group of districts to share the cost. Our rate for a three-hour, half day session ranges from $1,600 - $2,000 while a six-hour, full day session ranges from $2,500 - $3,000. If you schedule two half day sessions on the same day, we will honor the full day rate.
  - LCW can send an e-mail to other districts if a request for an individual workshop has been made and the district requesting the workshop wishes to combine with other districts. For more information, contact Anna Sanzone-Ortiz at (310) 981-2051.

III. Workshops for 2012/2013

Unless otherwise noted, all workshops will be conducted as 3 hour webinars.
Southern CA Community College Districts ERC
2012/2013 Planning Meeting Notes
April 27, 2012

- Reduction in Staffing (live) to be scheduled early in the year
- Preventing Workplace Harassment (webinar) to be scheduled in the fall
- Managing the Marginal Employee (webinar)
- Going Outside the Classified Services: Short-Term Employees, Substitute and Professional Experts (webinar)
- Advanced Investigations of Harassment Complaints (live) (North Orange CCD will host)
- Legal Aspects of Preventing Violence (webinar)
- Disaster Services Workers- If you Call Them, Will They Come? (webinar)
- Leaves, Leaves and More Leaves (webinar)
- Name that Section: Frequently Used Education Code and Title 5 Sections for Community College Districts (webinar)
- Advanced Labor Negotiations Roundtable (Live) to be scheduled in the fall
- Workplace Bullying: The Silent Epidemic (webinar)
- Accommodating Bad Behavior: We're Not Going to Take It (webinar)

* Please note that LCW will be updating workshop titles. The title of the workshop may change but the content discussed at the planning meeting will remain as discussed.

* Workshop scheduling:
  - Consortium prefers to hold workshops on the 3rd Friday of the month.
  - Host will provide lunch for live workshops

III. Rate

- Membership fee will remain at $2,500.
- A $100 late fee applies after August 1, 2012.
- Invoices and contracts will be sent immediately so that any district wanting to pay all or part of their membership fee from this year’s budget may do so.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D
Superintendent/President

SUBMITTED BY: Kathy L. Tyner, M.S
Vice President for Academic Affairs

INITIATED BY: Silvia Cornejo-Darcy
Dean, Higher Education Center at Otay Mesa

SUBJECT: Agreement with Tri-City Medical Center

RECOMMENDATION

Ratify Agreement No. A3549.12 with Tri-City Medical Center, to provide opportunities for students in the Emergency Medical Technology and Paramedic Training Programs to obtain clinical training, for the period July 1, 2012 to June 30, 2015, inclusive, at no cost to the District.

RATIONALE FOR RATIFICATION

Agreement was received May 17, 2012.

OVERVIEW

The students enrolled in the health occupation programs gain valuable training experiences from agencies such as this one. 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.

SCD: mb
CLINICAL EDUCATION AFFILIATION AGREEMENT

This Agreement is made and entered into as of 11th day of July, 2012, by and between Tri-City Healthcare District, a California public hospital district on behalf of Tri-City Medical Center (hereinafter "TCMC"), located in Oceanside, California and Southwestern Community College District (hereinafter "University"), an institution of higher education organized and existing under the laws of the State of California.

Recitals

A. The purpose of this Agreement is to provide clinical experiences and observational opportunities at TCMC's facilities ("Facility") to students enrolled in the EMT/P Program.

B. Consideration for this Agreement between TCMC and University shall consist of the mutual promises contained herein. It is to the mutual benefit of the parties to this Agreement that the students participating in the Program receive the clinical experience contemplated herein.

Now, therefore, the parties agree as follows:

1.0 General Information

1.1 The term for each student's clinical experience (e.g. academic year, semester, quarter, etc.) shall be agreed upon by both TCMC and University prior to each student's participation at the Facility.

1.2 The maximum number of students to receive training during any specified term (e.g. academic year, semester, quarter, etc.) shall be mutually agreed upon by TCMC and University at least thirty (30) days prior to beginning of any such term and shall be based on TCMC's good faith representations regarding the availability of space, supervision and other considerations.

2.0 Responsibilities of University

2.1 Student Profiles. University shall supply TCMC with a student profile, which shall include the participating student's name, address and telephone number prior to the beginning date of each student's participation at the Facility. TCMC shall regard this information as confidential and shall use this information only as a source of identification for student.

2.2 Program Coordinator. University shall designate a faculty member to coordinate with a designee of TCMC in planning, implementing and coordinating the Program. University shall provide the proper informational foundation necessary for each participating student to function effectively on clinical rotations with appropriate supervision from the Facility staff.
2.3 Records. University shall maintain all personnel and academic records of the students.

2.3.1 Criminal Background Check and Drug Screen: University will inform student of TCMC's requirement for a criminal background check and drug screen to be submitted to TCMC as well as student's financial responsibility with respect to the criminal background check and drug screen. University acknowledges and will inform student that placement of each student at TCMC is contingent upon submission of the criminal background check and drug screen to TCMC prior to the commencement of the clinical education program placement. TCMC reserves the right to decline acceptance of any Program Participant that fails to meet the standards established by TCMC with respect to background checks and drug screens. The background check and drug screen must be completed through American DataBank.

a. A Criminal Background Check shall consist of at least the following elements: (1) list residence addresses for the last seven (7) years; (2) verification of current residence address; (3) registered sex offender database query; (4) if more than one, list all legal names, including current legal name and former legal name(s); (5) list all counties of residence, including at least the last three counties; (6) OIG-Medicare exclusion list query; (7) verification of Social Security account number; and (8) list all criminal convictions for the last ten (10) years.

b. A 10-panel drug screen is required which will test for the following:
   (1) Amphetamines; (2) Barbiturates; (3) Benzodiazepines; (4) Cocaine Metabolites; (5) Marijuana Metabolites; (6) Methadone; (7) Methaqualone; (8) Opiates; (9) Phencyclidine and (10) Propoxyphene.

2.4 Student Responsibilities. University shall notify all participating students that they are responsible for:

1) Following all clinical and administrative policies, procedures, rules and regulations of TCMC;

2) Arranging for their own transportation;

3) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination;

4) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical records or other patient information, except as necessary in conjunction with their participation in the Program. The discussion, transmission or narration in any form by students of any individually identifiable patient information, medical or otherwise, which is outside of the scope of their participation in the Program is forbidden. Neither University nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a form and procedure approved by TCMC that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulations thereunder. TCMC, in its sole discretion, shall
reasonably assist University in obtaining such consent in appropriate circumstances. In the absence of such consent, students shall use de-identified information only in any discussions with University, its employees or agents. In no event shall University or any participating student independently solicit patient consent without first seeking permission and guidance from TCMC.

5) Following dress code of the Facility and wearing name badges identifying themselves as students of University;

6) Attending an orientation to TCMC Facilities.

7) Notification: Immediately notify TCMC of any violation of state or federal laws by any student.

2.5 Student Role: University and TCMC agree that no work, act, or omission shall be construed to make Students the agents, employees, or servants of TCMC. Thus Students are not entitled to receive vacation pay, sick leave, retirement benefits, Social Security, workers’ compensation, disability benefits, unemployment benefits or any other employee benefit of any kind from TCMC. Any such benefits received by Students during, as part of, or in consideration for, their time at TCMC will be provided by University.

3.0 Responsibilities of TCMC

3.1 Clinical Experience. TCMC shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide said students with supervised clinical experience.

3.2 TCMC Designee. TCMC shall designate a member of TCMC’s staff to participate with the designee of University in planning, implementing and coordinating the Program.

3.3 Access to Facilities. TCMC shall permit students enrolled in the Program supervised access to TCMC Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of TCMC as determined by TCMC in its sole discretion.

3.4 Records and Evaluations. TCMC shall maintain records and reports on each student’s performance and provide an evaluation to the University on forms provided by the University.

3.5 Withdrawal of Students. TCMC may request University to withdraw from the clinical rotation any student who TCMC determines is not performing satisfactorily, refuses to follow TCMC’s administrative policies, procedures, rules and regulations or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons why TCMC desires to have the student withdrawn. Said request shall be complied with by University within five (5) days of receipt of same.
3.6 Emergency Health Care/First Aid. TCMC shall, on any day when student is receiving training at its Facilities, provide to students, at their own expense, necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, TCMC shall have no obligation to furnish medical or surgical care to any student.

3.7 Student Supervision. Students shall perform services for patients only when under the supervision of an instructor who is provided by University and is a registered, licensed or certified clinician/professional or by an Instructor who is provided by Facility and is a registered, licensed or certified clinician/professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors and TCMC. Students are trainees, not employees, and are not to replace TCMC staff.

3.8 Status. As trainees, students shall be considered members of TCMC's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to TCMC's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, TCMC shall provide students with substantially the same training that it provides to its regular employees.

4.0 Affirmative Action and Non-Discrimination

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5.0 Status of University and TCMC

It is expressly agreed and understood by University and TCMC that students in this Program are in attendance for educational purposes, and such students are not considered employees of TCMC or University for any purpose, including but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6.0 Insurance

6.1 University shall provide and maintain in force during the term of this Agreement, as its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from the University's employees and/or student participants. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage shall be secured by a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall also maintain and provide evidence of workers' compensation and
disability coverage as required by law. The University shall provide TCMC with evidence of the insurance coverage required under this Paragraph and providing for not less than thirty (30) days notice to TCMC of the cancellation of such insurance. University shall promptly notify TCMC of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

6.2 University shall ensure that each student in the Program procures, or that University shall provide on the student's behalf, and maintains in force during the term of this Agreement at the University's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage shall be secured by a carrier rated A or better by AM Best. University shall provide TCMC with evidence of the insurance coverage required under this Paragraph and providing for not less than thirty (30) days notice to TCMC of the cancellation of such insurance. University shall promptly notify TCMC of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

6.3 TCMC shall provide and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by TCMC employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage is to be secured by a carrier rated A or better by AM Best or a qualified program of self-insurance. TCMC shall also maintain and provide evidence of workers compensation and disability coverage as required by law. TCMC shall provide the University with evidence of the insurance coverage required under this Paragraph and providing for not less than thirty (30) days notice to University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

6.4 Workers' compensation coverage is provided by University for students who are participating in on-the-job training programs (including those anticipated by this contract) as a result of an accredited academic program and who receive no pay from TCMC.

7.0 Limitation of Liability

7.1 Both parties agree to indemnify and hold harmless the other party, its directors, officers, and employees from and against any and all liability expense, including costs, and legal fees incurred in connection with claims or demands for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or caused by its negligent acts or omissions.
8.0 Term and Termination

8.1 Term. This agreement shall be effective as of July 1, 2012, and shall remain in effect for three (3) years ending June 30, 2015, unless terminated earlier. This Agreement shall continue to be subject to the termination provisions in Paragraph 8.2 below.

8.2 Termination. This Agreement may be terminated at any time upon the written concurrence of the parties. This Agreement may be terminated without cause upon thirty (30) days advance written notice by either party. Such terminations shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the applicable term during which such termination notice is given.

9.0 General Provisions

9.1 Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing should any provision of this Agreement be in conflict with a governing State or Federal law, it shall be deemed amended accordingly.

9.2 Assignment. Neither party shall voluntarily or by operation of law assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignments in violation of this Section shall be voided.

9.3 Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

9.4 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereeto.

9.5 Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

9.6 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall
make good faith efforts to perform under this Agreement in the event of any such circumstances.

9.7 **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall only be proper in southern California.

9.8 **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

**TO UNIVERSITY:**
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910
Attn: Melinda Nish, Ed.D., Superintendent/President

**TO TCMC:**
Tri-City Medical Center
Education Department
4002 Vista Way
Oceanside, CA 92056
Attention: Kathy Topp, Director of Education

9.9 **Remedies.** The various rights, options, elections, powers and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

9.10 **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the parties.

9.11 **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

9.12 **Third Party Beneficiaries/Independent Contractors**
The parties do not intend to create in student or any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this
Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

10.0 Execution
By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

TRI-CITY MEDICAL CENTER

Dated: __________________________

By: __________________________
Sharon Schultz, MSN, RN, MPH
Chief Nurse Executive

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Dated: __________________________

By: __________________________
Melinda Nish, Ed.D.
Superintendent/President

Originator: Silvia Cornejo-Darcy Dean
Higher Education Center at Otay Mesa
Phone: (619) 216-6755

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A354912
Date: 01/21/12

Education Dept. Rev. 4/27/11
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Kathy L. Tyner, M.S.
Vice President for Academic Affairs

INITIATED BY: Christine M. Perri, R.D.H., M.A.
Dean, Higher Education Center at National City and Crown Cove Aquatic Center

SUBJECT: Amendment No. 1 to Agreement with South Bay Community Services

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. AR3475.12 with South Bay Community Services, for Southwestern College Family Resource Center, in provision of performing culturally competent bilingual (English/Spanish) services support for children, youth and families in San Diego’s South Bay area, for the period January 1, 2012 to December 31, 2012, inclusive, in the amount of $16,800 income to the District.

RATIONALE FOR RATIFICATION

The release of agreement and/or corresponding change to the actual amount to the District was revised from $25,830 to $16,800. Delay was at the discretion of the source. In this instance, Southwestern College received the final agreement from South Bay Community Services on June 3, 2012.

OVERVIEW

The Family Resource Center staff are specially trained and possess certain skills, experience, education and competency to perform the services under this agreement.

FISCAL IMPACT/ACCOUNT

$16,800 Income to the District/Account No. 1-38199-600096-961 (Project Funds)

CMP/ah
FIRST AMENDMENT
TO
SOUTHBAY COMMUNITY SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SOUTH BAY COMMUNITY SERVICES AGREEMENT (this "Agreement") is made and entered into effective the 11th day of July 2012 (the "Effective Date") by and between South Bay Community Services, providing services support for children as South Bay Community Services ("SBCS"), and Southwestern Community College District ("School").

WHEREAS, SBCS and School are parties to a Services and Support Training Agreement dated with an Effective Date of January 1, 2012, which has an Expiration Date of December 31, 2012; and

WHEREAS, SBCS and School desire to amend the Services and Support Training Agreement to reduce the awarded dollar amount; and

WHEREAS, the Services and Support Training Agreement may only be modified in a written document signed by SBCS and School

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties to this Agreement hereby agree as follows:

1. Exhibit A – Statement of Work and Fee Schedule shall be replaced as follows:

"Total Subcontract Amount:   $16,800"

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representative on the day and year first written above.

"SBCS"
South Bay Community Services

By: _____________________________
Its: Administrator

"School"
Southwestern Community College District

By: _____________________________
Its: Superintendent/President

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: AR3475-12
Date: 6/11/12
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Kathy L. Tyner, M.S.
Vice President for Academic Affairs

INITIATED BY: Christine M. Perri, R.D.H., M.A.
Dean, Higher Education Center at National City and Crown Cove Aquatic Center

SUBJECT: Amendment No. 1 to Agreement with Palomar Pomerado Health

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. A2639.09 with Palomar Pomerado Health, to serve as a business associate for the period May 8, 2012 to May 7, 2015, inclusive, at no cost to the District.

RATIONALE FOR RATIFICATION

The release of agreement and/or corresponding changes in performance periods are frequently subject to significant delay at the discretion of the source. In this instance, Southwestern College received the final agreement from Palomar Pomerado Health on May 5, 2012.

OVERVIEW

This amendment extends the established clinical internship site for Southwestern Community College Medical Laboratory Technician (MLT) students. Palomar Pomerado Health requires this agreement which offers instruction in Medical Laboratory Technology training.

FISCAL IMPACT/ACCOUNT

No cost to the District.

CMP/alh
AMENDMENT No. 1 to AGREEMENT BETWEEN
PALOMAR POMERADO HEALTH
AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

This Amendment ("Amendment") No. 1 is made by and between PALOMAR POMERADO HEALTH, a local healthcare district organized under Division 23 of the California Health and Safety Code ("PPH"), and SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ("Contractor"), each a "Party" and, collectively, the "Parties". The effective date of this Amendment shall be May 8, 2012 and shall terminate on May 7, 2015 ("Effective Date of Amendment").

In consideration of the mutual promises of the Parties, the receipt and sufficiency of which are hereby acknowledged, the CLINICAL EDUCATION AFFILIATION AGREEMENT between the Parties ("Agreement"), dated MAY 8, 2009 is hereby amended as follows:

The term for performance of services is hereby extended through MAY 7, 2015.

All other terms of the Agreement remain in full force and effect. In the event of a conflict, the provisions, terms and conditions of this Amendment shall prevail.

The Parties have executed the Amendment as of the last date set forth below.

PALOMAR POMERADO HEALTH

BY: __________________________
Print: Robert A. Hemker
Title: Chief Financial Officer
Date: _________________________

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

BY: __________________________
Print: Melinda Nish, Ed.D.
Title: Superintendent/President
Date: _________________________

Revised 9.13.11
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed. D. 
Superintendent/President

SUBMITTED BY: Steven L. Crow 
Vice President for Business and Financial Affairs

INITIATED: Priya Jerome 
Director of Purchasing, Contracting & Central Services

SUBJECT: Amendment No. 1 to Agreement with Keenan & Associates

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. A3461.12 with Keenan & Associates, which provides consulting services related to Risk Management/Workers’ Compensation, for an extended period July 1 to September 30, 2012, at no additional cost to the District.

RATIONALE FOR RATIFICATION

Training and review of open cases was not completed as expected due to multiple District deadlines and personnel changes at Keenan & Associates.

OVERVIEW

The Risk Management/Worker’s Compensation Program has numerous Workers’ Compensation files that need to be reviewed and updated for proper reporting and compensation settlement. Keenan & Associates assigned consultant will provide services such as Workers’ Compensation file reviews, locate and complete claims and review reports to determine if claims are reported appropriately to the right entities. The consultant would review the overall Workers’ Compensation claims reporting process and make recommendations where necessary. Will provide training and review opportunities to minimize loss and exposure from Workers’ Compensation related incidents.

FISCAL IMPACT/ACCOUNT

No additional cost to the District/Account No. 1-45110-672002-000

PJ/lh
Southwestern Community College District
Office of Purchasing, Contracting & Central Services

Amendment to Agreement
Between
Keenan & Associates
And
Southwestern Community College District

Amendment No. 1 (one)
Governing Board Date: July 11, 2012

Southwestern Community College District (District) and Keenan & Associates (Keenan) entered into an original Agreement on March 27, 2012 with approval No. A3461.12 for the period March 27, 2012 to June 30, 2012.

This Agreement shall be amended as follows:

1. Section 1. TERM is hereby extended commencing July 1, 2012 through September 30, 2012.

2. Section I. EXHIBIT A. General Information. The Dates of Service is also extended commencing July 1, 2012 through September 30, 2012.

3. Section III. EXHIBIT A. Service Parameters. Consultant Services will be provided by Shahla Khalipour.

All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect. Each person signing the Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

Southwestern Community College District

Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910
619-482-6301

Keenan & Associates

John Stephens
Senior Vice President
901 Calle Amanecer #200
San Clemente, CA 92673
949-940-1760

District Contact
Priya Jerome
Director of Purchasing, Contracting & Central Services
Phone: 619-482-6557
Fax: 619-482-6323

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Amendment No.: A3461.12
Approval No.: A3461.12
Date: 7/11/12
MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.  
Superintendent/President

SUBMITTED BY: Steven L. Crow  
Vice President for Business and Financial Affairs

INITIATED: Wayne Yanda, CPA  
Director of Finance

SUBJECT: Consent to Assignment of Contract and Amendment No. 1 to Agreement with Marcum LLP dba Caporicci & Larson, Certified Public Accountants

RECOMMENDATION

Approve the Request for Consent to Assignment of Contract dated June 11, 2012 relating to an Assignment and Assumption Agreement and approve Amendment No. 1 to Agreement No. A3446.12 with Marcum LLP dba Caporicci & Larson, Certified Public Accountants, for change in entity from Marcum LLP dba Caporicci & Larson to Pun & McGeady, LLP, to provide audit services for the District.

OVERVIEW

The Governing Board at the March 14, 2012 meeting approved a three-year agreement with the firm covering fiscal periods 2011-2012, 2012-2013 and 2013-2014. Since the approval, certain assets and client lists were purchased by Pun & McGeady, LLP. Article 14 of Agreement A3446.12 includes a provision allowing assignment and succession with all terms binding respective assigns and successors.

This amendment also approves an additional fee of $4,000 for each major program in excess of three needing an audit as part of the A-133 Single Audit Act. The District had three major programs in the prior audit covering July 1, 2010 through June 30, 2011.

FISCAL IMPACT/ACCOUNT

$4,000 for each major program in excess of three needing an audit as part of the A-133 Single Audit Act/Account No. 1-45710-672000-000 (General Fund)
June 11, 2012

Mr. Wayne Yanda
Director of Finance
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910

Re: Request for Consent to Assignment of Contract

Dear Wayne:

As I mentioned, my new firm Pun & McGeady LLP is acquiring certain assets from Caporicci & Larson, Inc., a subsidiary of Marcum LLP (collectively referred to as "C&L"), including the contract between Southwestern Community College District and C&L (the "Contract"). Under the Contract, the transfer of the Contract to my firm requires your written consent. Please provide such consent by signing the enclosed copy of this letter where indicated below and returning the original countersigned copy to me in the enclosed return envelope.

Rest assured that you will continue to receive the same level of service and personal attention from me that you received prior to this transition. Feel free to contact me if you have any questions. Thank you for your cooperation.

Very truly yours,
Pun & McGeady LLP

Kenneth H. Pun
Managing Partner

Acknowledgement:
Southwestern Community College District hereby consents to the assignment of the Contract as described above.

Southwestern Community College District

By: ________________________

Print name: Melinda Nish, Ed.D.

Print Title: Superintendent/President
Southwestern Community College District
Office of Purchasing, Contracting & Central Services

Amendment to Agreement
Between
Caporicci & Larson, CPA and Southwestern Community College District

Amendment No. 1 (one)
Governing Board Date: July 11, 2012

Southwestern Community College District (District) and Caporicci & Larson, CPA (Accountant) entered into an original Agreement on March 14, 2012 with approval No. A3446.12 for the period March 15, 2012 to December 31, 2014.

This Agreement shall be amended as follows:

1. Caporicci & Larson, CPA will now be known as Pun & McGeady, LLP

2. The District also agrees to pay an additional $4,000 for any excess of three (3) or more major programs needing an audit as part of the A-133 Single Audit Act.

3. New total contract amount $222,545.

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

Southwestern Community College District

Pun & McGeady, LLP

Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910
619-482-6301

Kenneth H. Pun, CPA
Partner
9 Corporate Park, Suite 130
Irvine, CA 92606
855-276-4272

Originator: Wayne Yanda
Account No.: 1-45710-672000-000

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3446.12
Date: 6/1/12
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment and Assumption Agreement"), is made and entered into as of March 1, 2012, by and among Marcum LLP, a New York limited liability partnership ("Assignor") and Pun & McGeady, LLP, a California limited liability partnership ("Assignee").

Recitals

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and among Assignor and Assignee pursuant to which Assignee has purchased certain tangible and intangible assets of Assignor.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein.

Capitalized terms used in this Assignment and Assumption Agreement and not defined herein shall have the respective meanings set forth in Purchase Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1. Assignment and Assumption. Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor’s right, title, benefit, privileges and interest in and to, and all of Assignor’s burdens, obligations and liabilities in connection with the Assets assigned to Buyer pursuant to Section 2.1(b) of the Purchase Agreement. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the Assumed Liabilities to be observed, performed, paid or discharged from and after the Effective Date.

2. No Other Assumption. Except for the Assumed Liabilities expressly assumed pursuant to Section 1 above, Assignee shall not be responsible for, does not assume, and shall not perform any obligations or liabilities of Assignor, whether known or unknown, contingent or otherwise, arising from Assignor’s conduct in connection with the Assumed Liabilities, whether before or after the date hereof. Except as forth in Section 1 above, Assignee assumes no other liabilities, and the parties hereto agree that all such liabilities shall remain the sole responsibility of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor’s representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall
remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

5. **Miscellaneous.**

(a) **Counterparts.** This Assignment and Assumption Agreement may be executed in any number of counterparts, and by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each other party.

(b) **Construction; Representation by Counsel.** The parties to this Assignment and Assumption Agreement acknowledge and agree that they have been represented and advised by counsel in connection with the negotiation and preparation of this Assignment and Assumption Agreement, and this Assignment and Assumption Agreement shall be deemed to have been drafted jointly by the parties, notwithstanding that one party or the other may have performed the actual drafting hereof. This Assignment and Assumption Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against any party, and as a whole, giving effect to all the terms, conditions and provisions hereof. Whenever the context may require, any provisions used in this Assignment and Assumption Agreement shall include the corresponding masculine, feminine, or neuter forms.

(c) **Governing Law.** This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law principles thereof, and the parties hereto agree that all actions relating to the enforcement or interpretation of this Assignment and Assumption Agreement shall be resolved exclusively before the state or federal courts in the County of Orange, in the State of California. Without limiting the applicability or enforceability of other forms of service of process, the parties hereto irrevocably consent to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice in accordance with the notice provisions of the Purchase Agreement, and that when so made shall be as if served upon him, her or it personally within the State of California.

(d) **Complete Agreement.** This Assignment and Assumption Agreement and the Purchase Agreement, constitute the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements, understandings, representations or warranties, if any, whether oral, written or unwritten, to the extent they relate in any way to the subject matter hereof. Other than the Purchase Agreements expressly contemplated by this Assignment and Assumption Agreement, there is no separate agreement, contract or understanding, express or implied, of any kind or with respect to any subject matter between the parties hereto, and none shall be deemed to exist under any circumstances. This Assignment and
Assumption Agreement is not intended to confer upon any person not a party hereto any rights or remedies hereunder.

(e) **Assignment; Binding Effect.** This Assignment and Assumption Agreement and the rights, interests and obligations of Assignor hereunder may not be assigned or transferred by Assignor (whether by merger, consolidation, reorganization, change of control, sale of all or substantially all of such party's assets or securities, operation of law, or otherwise) without the express prior written consent of Assignee. Subject to the preceding sentence, this Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(f) **Amendments; Waiver.** This Assignment and Assumption Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by any other party hereto with any term or provision of this Assignment and Assumption Agreement on the part of such other party hereto with which to be performed or complied. The waiver by any party hereto of a breach of any term or provision of this Assignment and Assumption Agreement shall not be construed as a waiver of any subsequent breach.

(g) **Severability.** If any provision of this Assignment and Assumption Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Assignment and Assumption Agreement or the application of such provision to persons, entities or circumstances other than those to which it is held invalid shall not be affected thereby, but the term, condition or provision of this Assignment and Assumption Agreement so invalidated shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR

Marcum LLP

By: Leslie Adler
General Counsel

ASSIGNEE

Pun & McGeady, LLP,
a California limited liability partnership

By: Kenneth H. Pun
Its: Partner
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR ANNUAL FINANCIAL AUDIT/REPORT

This contract entered into this 14th day of March, 2012, between Southwestern Community College District of San Diego County, California, hereinafter called the District, and Caporicci & Larson, CPA, hereinafter called the Accountant, witnesseth that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ACCOUNTANT: The District, pursuant to Education Code 84040, hereby employs the Accountant to perform the necessary professional services, including but not limited to, those hereinafter set forth in connection with an audit of all funds and of the books and accounts of the District.

Article 2. SCOPE OF AUDIT: The audit shall include all funds of the District including the student body and cafeteria funds and accounts, and any other funds under the control or jurisdiction of the District.

Article 3. AUDIT PERIOD: The audit shall cover the period of the 2011-2012, 2012-2013, and 2013-2014 fiscal years.

Article 4. VERIFICATION OF PRIOR YEAR'S FUND BALANCES: The audit shall include a verification of fund balances at the beginning of the audit period, provided there has been a responsible audit for the year prior to commencement of the audit period, from which such verification can be made; otherwise, such verification may be excluded at the discretion of the District.

Article 5. AUDIT PROCEDURES: The audit shall be performed in accordance with generally accepted auditing standards and shall include, to the extent applicable, the audit procedures recommended by the Department of Finance, State of California, as detailed in the Department's most recent publication entitled Standards and Procedures for Audits of California Local Educational Agencies (Audit Guide); provided however, the scope of audit shall not be limited to that prescribed by the aforementioned publication in the event that the particular circumstances warrant extension thereof.

Article 6. FORM AND CONTENT OF REPORT: The form and content of the audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the Department of Finance under Education Code Section 84040.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Accountant shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Accountant in writing. No claims of the Accountant for extra work or services shall be allowed or paid without such written
consent and approval of the District, first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. COMMENCEMENT OF WORK: Work by the Accountant under this contract shall commence March 15, 2012, or as soon thereafter as the District may deem practicable and feasible.

Article 9. COMPLETION AND DELIVERY OF REPORT: The audit report for the 2011-2012 fiscal year shall be completed and delivered to the District not later than December 15, 2012. The audit report for the 2012-2013 fiscal year shall be completed and delivered to the District not later than December 15, 2013. The audit report for the 2013-2014 fiscal year shall be completed and delivered to the District not later than December 15, 2014. The Accountant will furnish the District copies of the audit in sufficient number for distribution to each member of the Governing Board plus five copies for the District’s Chief Business Officer and shall mail one copy to each of the following: Superintendent of Schools, San Diego County, Board of Governors of the California Community Colleges, State Department of Finance, and County Clerk.

Article 10. THE ACCOUNTANT FEES: The District agrees to pay and the Accountant agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee in the sum not to exceed $222,545. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of entering into this contract.

Extra work and services, duly ordered and approved as herein above provided and duly performed, shall be computed and paid for at the per diem rate set forth above.

Article 11. PAYMENT: Payment of the fee, including extra work and services, shall be made upon delivery of the completed report.

Article 12. TERMINATION: The District hereby reserves the right to terminate this contract at any time. In the event of such termination, the Accountant shall be paid the reasonable value of all services rendered up to the date of such termination, as may be determined by the District, and the Accountant 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 termination.

Article 13. ASSOCIATES: The Accountant shall have the option, with the written consent of the District, to associate with the Accountant and at the Accountant’s expense, accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as the Accountant may delegate without relieving the Accountant from administrative or other responsibility under this contract.
Article 14. **SUCCESSORS AND Assigns:** All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, the Accountant shall not sublet, assign, or transfer their interest in this contract without the written consent of the District.

Article 15. **Instructions to Proceed:** The Accountant is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

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

This agreement shall commence March 15, 2012 and shall terminate December 31, 2014.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Caporicci & Larson, CPA
4858 Mercury Street, Suite 1106
San Diego, CA 92111

By ____________________________
   Kenneth Pun
   Partner

Dated: 3/22/12

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

By ______________________________
   Melinda Nish, Ed.D.
   Superintendent/President

Dated: 3/22/12

Originator: Wayne Yanda

Director of Finance

Account No. 1-45710-672000-000
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

APPROVED BY: Melinda Nish, Ed. D.
   Superintendent/President

SUBMITTED BY: Kathy L. Tyner, M.S.
   Vice President for Academic Affairs

INITIATED BY: Silvia Cornejo-Darcy
   Dean, Higher Education Centers at Otay Mesa and San Ysidro

SUBJECT: Agreement with National Latina Business Women Association

RECOMMENDATION

Approve Agreement No. AR3554.12 with National Latina Business Women Association (NLBWA), to provide an Emerging Latina Entrepreneurial Training Program, for the period July 12 to November 30, 2012, inclusive, at no cost to the District.

OVERVIEW

This agreement with the NLBWA is for the purpose of providing training in entrepreneurship and international trade. Participants who successfully complete this training will be able to start and manage their own business and conduct international transactions. Curriculum development, presentations to students, individual one-on-one business counseling to students and overall coordination will be provided. The Center for International Trade Development (CITD), through Southwestern College’s Higher Education Center at Otay Mesa, provides quality training and services to small- and medium-sized businesses with international trade. The cost for this training is estimated at $2,860 with the income estimated at $2,860, resulting in no cost to the District.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

SC/bg
CONTRACT INSTRUCTION AGREEMENT

1. **THIS AGREEMENT** is made by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 (hereafter referred to as "District") and the National Latina Business Women Association (NLBWA), P.O. Box 876 La Jolla, CA 92038 (hereafter referred to as "Agency").

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

3. **SERVICES**: District agrees to provide an “Emerging Latina Entrepreneurial Program” training for the Agency.

4. **DESCRIPTION(S), DATES(S), COURSE(S), and TIME(S):**

   The training covers concepts of entrepreneurship, including business startup, legal structures, marketing, finance, business management and planning, and international trade. Students who successfully complete this training will be able to start and manage their own business and conduct international transactions.

   4.1 Schedule: July 12 – November 30, 2012
   4.2 Total hours of instruction: 12 hours of instruction and 2 one-hour individual counseling sessions
   4.3 Training location: Southwestern College

**CONDITIONS & STANDARDS**

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

   5.1 Pay to District $2,860 for delivery of training (calculated as follows: $220/per participant, with a 10 participant minimum and a 13 participant maximum). Payment will be made via invoice upon completion of training or within 15 days after receipt of service.
   5.2 The fee includes all course materials.
   5.3 Class size will not exceed a maximum of 13 participants.

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

   6.1 Provide instructors and appropriate curriculum.
   6.2 Open the class only to designated employees of Agency or those referred.

7. **MODIFICATION OF AGREEMENT**: This agreement may be modified at any time by the written consent of both parties.
8. CANCELLATION: This agreement can be terminated by either party (District or Agency) without cause by giving fifteen (15) days written notice to the other party prior to the commencement of services. Any costs incurred by the District prior to the date of termination will be paid to the District by the Agency.

9. EQUAL OPPORTUNITY: Neither District nor Agency shall discriminate against any employee or student on the basis of age, race, color, religion, national origin, sex, or mental or physical handicap.

10. INSURANCE AND LIABILITY:

10.1 Agency shall carry its comprehensive general liability insurance and Worker's Compensation for the duration of this agreement, covering Agency's referred employees or students.

10.2 District shall carry general liability insurance covering the employees of the District during assignment with the Agency. District shall carry its usual Workers' Compensation coverage for employees of the District during assignment with Agency.

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

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

Southwestern Community College District:

Melinda Nish, Ed.D.
Superintendent/President

National Latina Business Women Association:

Denice Garcia
President-Elect

Originator: Victor Castillo, Director
Account No.: 1-38896-709992-928

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: AR 355412
Date: 6/1/10
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Kathy L. Tyner, M.S.
Vice President for Academic Affairs

INITIATED BY: Mink Stavenga, DBA
Dean, School of Continuing Education, Economic & Workforce Development and Instructional Support Services

SUBJECT: Memorandum of Understanding with Education to Go

RECOMMENDATION

Approve Memorandum of Understanding No. M3556.12 with Education to Go (ed2go), to establish a partnering relationship for fee-based, online career certificate programs, for the period August 1, 2012 to June 30, 2015 inclusive, in an estimated amount of $23,000 income to the District.

OVERVIEW

Ed2go is a commercial enterprise that provides development and delivery of online training courses. They partner with educational institutions nationwide. The partnering institution provides local marketing, registration, and fee collection. There is no minimum enrollment for a class.

FISCAL IMPACT/FUNDING SOURCE

$23,000 Estimated Income to the District/Account No. 1-38835-681000-875 (Fee-based Funds)

MS/bg
Memorandum of Understanding

Education to Go (ed2go) | A Division of Cengage Learning (Formerly Gatlin Education Services) and Southwestern Community College District (Institution) desire to make online career certificate programs available to its students. Institution and Ed2go hereby agree as follows:

1. **Programs.** Ed2go will make available to Institution online certificate programs, including course materials, online instructors, course hosting, and evaluation.

2. **Period of MOU and Termination.** This MOU shall be effective from August 1, 2012 until June 30, 2015 and may be terminated by either party with a 30-day written notice.

3. **Ed2go Course Costs.** The cost of each ed2go course is indicated on the Program Cost Sheet, which is attached and made a part of this Memorandum of Understanding (MOU). Collection of ed2go program fees from students is the responsibility of Institution and/or ed2go. If the Institution processes the enrollment, the cost of each ed2go course shall be paid by Institution to ed2go within thirty (30) days of invoice. If ed2go processes the enrollment, the Institution's share will be sent as a check. Prices charged by ed2go for ed2go programs are subject to change upon 120 days notice. Once a student requests program materials or begins viewing a program, there are no refunds granted.

4. **Ownership of Intellectual Property.** The programs, associated rights, and all intellectual property which comprise a part of the programs, as well as all marks, logos, and trade names used by ed2go and in association with the programs, are owned or licensed by ed2go. Institution shall not claim or receive any ownership rights to the programs or the marks. All of Institution's rights are limited to those provided in this MOU. Programs or any portion thereof cannot be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without the prior written consent of ed2go.

5. **Certificates of Completion.** The parties to this MOU acknowledge and understand that any student successfully completing a program is to receive a certificate of completion issued by Institution. Institution will timely deliver a certificate of completion to any student completing a program.

6. **Marketing.** The Institution agrees to dedicate at least one half page or more to ed2go programs in their catalog or publication each semester. Ed2go will provide templates to assist the Institution, if needed. If a catalog or publication is not part of the Institution's normal marketing procedures, the Institution agrees to ensure the ed2go programs are listed on their website.

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

Southwestern Community College District

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Education to Go</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Christopher D. Conn</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Business Manager</td>
</tr>
</tbody>
</table>

Date: Date:

Originator: Mink Stavenga, DBA
Department: School of CEEWD and ISS
Budget: 3-38835-681000-675

Fax MOU to Malena Schiltz: (951) 346 9540
Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No. 35 54 13
Date: 12-11-12
## 2012 Career Training Program – Price List

### Business and Professional

<table>
<thead>
<tr>
<th>Course</th>
<th>Hours</th>
<th>Cost</th>
<th>SRP*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Global Business Professional</td>
<td>400</td>
<td>$2195</td>
<td>$2495</td>
</tr>
<tr>
<td>Certified Green Supply Chain Professional</td>
<td>60</td>
<td>$1295</td>
<td>$1595</td>
</tr>
<tr>
<td>Certified Mediator</td>
<td>120</td>
<td>$1295</td>
<td>$1595</td>
</tr>
<tr>
<td>Grant Writing</td>
<td>300</td>
<td>$1795</td>
<td>$2095</td>
</tr>
<tr>
<td>Non-Profit Management</td>
<td>300</td>
<td>$1795</td>
<td>$2095</td>
</tr>
<tr>
<td>Physical Therapy Aide</td>
<td>150</td>
<td>$1395</td>
<td>$1695</td>
</tr>
<tr>
<td>Project Management</td>
<td>40</td>
<td>$1195</td>
<td>$1495</td>
</tr>
<tr>
<td>Search Engine Marketing</td>
<td>250</td>
<td>$1595</td>
<td>$1895</td>
</tr>
</tbody>
</table>

### Healthcare and Fitness

<table>
<thead>
<tr>
<th>Course</th>
<th>Hours</th>
<th>Cost</th>
<th>SRP*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Indoor Air Quality Manager</td>
<td>16</td>
<td>$695</td>
<td>$795</td>
</tr>
<tr>
<td>Certified Indoor Environmentalist</td>
<td>32</td>
<td>$795</td>
<td>$895</td>
</tr>
<tr>
<td>Veterinary Assistant</td>
<td>240</td>
<td>$1495</td>
<td>$1795</td>
</tr>
</tbody>
</table>

### Hospitality and Service Industry

<table>
<thead>
<tr>
<th>Course</th>
<th>Hours</th>
<th>Cost</th>
<th>SRP*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casino Blackjack Dealer</td>
<td>120</td>
<td>$1095</td>
<td>$1395</td>
</tr>
<tr>
<td>Casino Poker Dealer</td>
<td>100</td>
<td>$1095</td>
<td>$1395</td>
</tr>
<tr>
<td>Certified Wedding Planner</td>
<td>300</td>
<td>$1095</td>
<td>$1395</td>
</tr>
</tbody>
</table>

### Skilled Trades and Industrial

<table>
<thead>
<tr>
<th>Course</th>
<th>Hours</th>
<th>Cost</th>
<th>SRP*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biofuel Production Operations</td>
<td>400</td>
<td>$2295</td>
<td>$2595</td>
</tr>
<tr>
<td>Carpentry</td>
<td>80</td>
<td>$1095</td>
<td>$1395</td>
</tr>
<tr>
<td>Certified Auto Glass Technician</td>
<td>140</td>
<td>$1395</td>
<td>$1695</td>
</tr>
<tr>
<td>Certified Window and Door Installer</td>
<td>120</td>
<td>$1495</td>
<td>$1795</td>
</tr>
<tr>
<td>Natural Gas Plant Operations</td>
<td>400</td>
<td>$2295</td>
<td>$2595</td>
</tr>
<tr>
<td>Oil Refinery Operations</td>
<td>400</td>
<td>$2295</td>
<td>$2595</td>
</tr>
<tr>
<td>Paper Mill Operations</td>
<td>400</td>
<td>$2295</td>
<td>$2595</td>
</tr>
<tr>
<td>Power Plant Operations</td>
<td>400</td>
<td>$2295</td>
<td>$2595</td>
</tr>
<tr>
<td>Pulp Mill Operations</td>
<td>400</td>
<td>$2295</td>
<td>$2295</td>
</tr>
<tr>
<td>Solar Power Professional</td>
<td>120</td>
<td>$1395</td>
<td>$1695</td>
</tr>
<tr>
<td>Wind Energy Professional</td>
<td>240</td>
<td>$1895</td>
<td>$2195</td>
</tr>
</tbody>
</table>

*Suggested Retail Price

Prices are in U.S. dollars. Prices and courses are subject to change.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.
Superintendent/President

SUBMITTED BY: Kathy Tyner, M.S.
Vice President for Academic Affairs

INITIATED BY: Christine M. Perri, RDH, M.A.
Dean, Higher Education Center at National City and Crown Cove Aquatic Center

SUBJECT: Agreement with the City of Chula Vista

RECOMMENDATION

Approve Agreement No. A3560.12 with the City of Chula Vista, to provide CPR and first aid training, for the period July 12, 2012 to June 30, 2013, inclusive, in the estimated amount of $272 income to the District.

OVERVIEW

This agreement designates Southwestern College, a designated American Heart Association Training Center, to provide First Aid training and Adult Cardiopulmonary Resuscitation and Automated External Defibrillation training, leading to certification for laypersons in accordance with the AHA guidelines. Cost of instruction not to exceed $7,787 and revenue from generated FTEs based on minimum enrollment of 22 students per class is $8,059 with a net income of approximately $272.

FISCAL IMPACT/ACCOUNT

Estimated Income Amount of $272/Account No. 1-41310-083570-980 (Project Funds)

CMP/ahl
City of Chula Vista
And
Southwestern Community College District (Contractor)
Exhibit A – Statement of Work for:
Heartsaver First Aid with Adult CPR
and
AED Certification Class (Layperson)
July 12, 2012 – June 30, 2013

KEY SCOPE OF WORK ELEMENTS:

A. **Scope of Work/Purpose:** Contractor shall provide (Heartsaver) Adult, CPR and AED training leading to certification for laypersons in accordance to the American Heart Association guidelines.

B. **Outcome Objectives:** All participants pass the requirements necessary to obtain a certified CPR card. Students should be able to pass all requirements as set by the American Heart Association.

C. **Target Population:** City of Chula Vista employees.
   **Minimum enrollment:** 22 Participants per class session.

D. **Training Dates and Location:** All classes will be held as needed at the City of Chula Vista Public Works Center, 1800 Maxwell Road, Chula Vista, CA. 91911. All classes will be held between 8:00am – 5:00pm.
   - July 19, 2012
   - August 23, 2012
   - September 20, 2012
   - October 18, 2012
   - November 15, 2012
   - January 17, 2013
   - February 21, 2013
   - March 21, 2013
   - April 18, 2013
   - May 16, 2013
   - June 20, 2013
   - Other times and sites upon mutual agreement (i.e. referrals)

E. **Contract Hours:** 8 hours per class
City of Chula Vista  
And  
Southwestern Community College District (Contractor)  
Exhibit A – Statement of Work for:  
Heartsaver First Aid with Adult CPR  
and  
AED Certification Class (Layperson)  
July 12, 2012 – June 30, 2013

F. Contract Fees:

a. The City of Chula Vista will pay Contractor $20 per hour x 4 hours per Teaching Assistant per class.
   i. Teaching Assistant positions will be staffed by Chula Vista Explorer BLS instructors. If Explorers are not available, other qualified Teaching Assistants will be assigned by Contractor.
   ii. The number of instructors/teaching assistants will depend on student to instructor ratio as outlined in the American Heart Association guidelines.

b. The City of Chula Vista will pay $10 per each Heartsaver First Aid card provided to students that successfully complete the course.

c. Contractor will provide a main or primary instructor at no cost to the City of Chula Vista, as long as the minimum number (22) of student enrollment is met.

d. The City of Chula Vista will provide current American Heart Association Heartsaver First Aid books for students, to be available before, during and after classes.

e. The City of Chula Vista agrees to issue a purchase order to facilitate payments.

G. Conditions Prerequisite to Payment: The City of Chula Vista may elect not to make a particular payment if any of the following exists:

1. Misrepresentation: Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to The City of Chula Vista.
City of Chula Vista
And
Southwestern Community College District (Contractor)
Exhibit A – Statement of Work for:
Heartsaver First Aid with Adult CPR
and
AED Certification Class (Layperson)
July 12, 2012 – June 30, 2013

2. Unauthorized Actions by Contractor: Contractor took any action pertaining to this agreement which required City approval, without having first received said City of Chula Vista approval.

3. Default: Contractor was in default under any terms and conditions of this agreement.

4. Fees for Service: Contractor shall not implement a schedule of fees to be charged to clients or third party client representatives without prior City of Chula Vista approval.

H. Withholding of Payment: The City of Chula Vista may withhold reimbursement until reports, data, audits, or other information required for agreement administration or to meet County or State reporting or auditing requirements are received and approved by the contracting officer technical representative or designee. The City of Chula Vista may also withhold payment if, in the City of Chula Vista’s opinion, Contractor is in noncompliance with this agreement.

I. Term and Termination: The term of this agreement is from July 12, 2012 to June 30, 2013.

J. Mutual Indemnification Clause: Each Party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.
City of Chula Vista  
And  
Southwestern Community College District (Contractor)  
Exhibit A - Statement of Work for:  
Heartsaver First Aid with Adult CPR  
and  
AED Certification Class (Layperson)  
July 12, 2012 – June 30, 2013

The signatures below indicate agreement to the terms/conditions outlined in the following contracts:

Exhibit A: Heartsaver First Aid with Adult CPR and AED Certification Class (Layperson)

Date: ____________________________  

The City of Chula Vista  
By: ______________________________  
Name: Lisa Torres  
Title: Human Resources Analyst  
Address: 276 Fourth Avenue  
Chula Vista, CA 91910

Date: ____________________________  

Southwestern Community College District  
By: ______________________________  
Name: Melinda Nish, Ed.D.  
Title: President/Superintendent  
Address: 900 Otay Lakes Road  
Chula Vista, CA 91910

Originator: Christine M. Perri, Dean  
Account No.: 1-41310-083570-980

Approved as to form by the office of the  
Purchasing, Contracting & Central Services  
Director  
Approval No.: A3560.12  
Date: 6/12/12

Approval Revision 6/19/12
MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.  
Superintendent/President

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

INITIATED BY: Mia C. McClellan  
Dean, Student Services

SUBJECT: Agreement with Fellowship Travel

RECOMMENDATION

Approve Agreement No. A3570.12 with Fellowship Travel, as a service provider for the Cape Town, South Africa, two-week volunteer abroad program (March 15 to March 29, 2013). The travel agreement contract will cover the period of September 1, 2012 to May 1, 2013, inclusive, at no cost to the District.

OVERVIEW

Southwestern College is sponsoring a two-week volunteer abroad program in South Africa for students to do volunteer work in a Cape Town Township primary school from March 15 to March 29, 2013. A service provider coordinates travel, housing, meals, transportation, and work-site activities. The proposed service provider is Fellowship Travel. Participating students will make all payments for this program directly to Fellowship Travel.

FISCAL IMPACT/ACCOUNT

No cost to the District.

MCM/jb
TRAVEL CONTRACTOR AGREEMENT WITH FELLOWSHIP TRAVEL

THIS AGREEMENT is made by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 (hereafter referred to as "District") and Fellowship Travel, 10220 Timber Ridge Dr., Ashland, Virginia 23005 (hereafter referred to as "Travel Contractor").

IN CONSIDERATION of the covenants, promises and Agreements contained herein, District and Travel Contractor hereby covenant, promise and agree as follows:

SERVICES: District agrees that, at no cost to the District, Travel Contractor serve as the provider for the Cape Town, South Africa Volunteer Abroad Program hosted by District.

This Agreement shall apply to community services, tours and instructional field studies or trips (hereinafter collectively referred to as "trips") as defined and approved by the District's Governing Board (hereinafter the "Board").

EFFECTIVE DATE OF THE AGREEMENT: The effective date of this Agreement shall be September 1, 2012 through May 1, 2013.

CONDITIONS AND STANDARDS

1. DISTRICT AGREES TO THE FOLLOWING:

   DISTRICT shall arrange for and provide all instructional and community services trips within the scope of this Agreement including but not limited to, appropriate program announcements, program descriptions (where and if applicable), and registration prerequisites, student selection, pre-trip student orientation, lectures, student supervision by International Program Faculty Coordinator, and post trip evaluation.

2. TRAVEL CONTRACTOR AGREES TO THE FOLLOWING:

   A. TRANSPORTATION: The Travel Contractor shall arrange for and provide all transportation and lodging (if applicable) for the trip. In the event of a conflict between the terms and conditions set forth in the attachments, the general terms and conditions set forth in this Agreement shall control as called for in the Request for Bid.

   B. PROMOTIONAL MATERIAL: The Travel Contractor may prepare and provide, at its own expense, promotional material concerning the trip, provided that any promotional material is approved before publication and distribution in writing by the International Programs Faculty Coordinator, and providing that any promotional material prominently displays the following disclaimer:

   "Fellowship Travel, and not Southwestern Community College District, is responsible for all travel arrangements and/or any liability arising there from. The District is NOT liable for any damages arising out of the services described herein including, but not limited to, any promises or representation, whether express or implied. Nothing contained herein shall be construed in any way to bind the District, the District Governing Board, or any of their agents, employees or representatives to any promises, obligations, covenants or duties whether express or implied herein."

   C. INDEMNIFICATION: Further, that the Travel Contractor agrees to indemnify, defend and hold harmless the Board of the District, its officers, agents and employees from any and all liability claims and
losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the 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) of damages by acts or omissions of the Travel Contractor in the performance of the contract.

D. PROGRAM PAYMENTS BY PARTICIPANTS: All payments by trip participants for travel services hereunder shall be made to the order of Travel Contractor's firm name, or to such other name as the Travel Contractor may direct. The Travel Contractor shall manage all charges collected from trip participants in accordance with all applicable federal and state laws and regulations, and the requirements of this Agreement. Any and all funds received by the Travel Contractor for the trip are to be received by the Travel Contractor in trust for the benefit of the trip participants. The Travel Contractor shall account to the District the total cost to trip participants of each trip. Cost figures, once disclosed and set forth, will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the acceptance of the quote, and may be subject to change in such tariffs and exchange rates without modification of this Agreement if the possibility of such changes has been disclosed in advance, in writing, by the Travel Contractor to the District, and the Travel Contractor shall determine for each trip a date for initial deposit of trip costs by trip participants and the amount of such deposit, as well as the date of final payment, each of which dates and payments shall be set forth published in literature about the specific trip made available to potential trip participants by either the District or the Travel Contractor.

In the event a trip is, for any reason, canceled prior to the time of its scheduled departure, the Travel Contractor shall refund in full any payments received from trip participants, provided, however, that if any trip participant cancels after the date specified for final payment for participation in a particular trip, the Travel Contractor shall refund to said participant the full amount received by the Travel Contractor from said participant, minus any non-recoverable charges or expenses incurred by the Travel Contractor in connection with its provision of travel services for those participants, provided that the Travel Contractor has notified, in writing, each trip participant and the District of its intent to do the same. In the event of such cancellation, the Travel Contractor shall within thirty (30) days of said cancellation, account to the District for any non-recoverable charges or expenses incurred by the Travel Contractor. Charges, if any, for District personnel shall be invoiced to the District.

E. RESTRICTION ON TRIP PARTICIPATION All trip participants shall be registered in the course of study or community service class offering related to the trip. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. Trip participation is to be determined solely by the District and a list of District-approved trip participants shall be provided to the Travel Contractor in accordance with this requirement. The Travel Contractor shall not make the trip available to individuals who are not students or community service participants of the District and who have not been approved by the District as trip participants. In the event any person should participate in a trip without District permission, the Travel Contractor hereby assumes all liability for participation of such persons and shall indemnify and hold the District harmless from any and all claims arising out of such participation as set forth more fully in Paragraph C, labeled "INDEMNIFICATION." Prior to the departure of any trip, the Travel Contractor shall provide the District, at the address set forth in Paragraph 1 of this Agreement, with a roster of trip participants, showing name, address, emergency contact and address, along with the same information for any other persons that the District has agreed to allow to accompany the trip. The Travel Contractor shall forward a copy of all correspondence between the Travel Contractor and the Center for International Students Program Coordinator to the District at the address set forth in Paragraph 1 of this Agreement. No person shall be allowed to participate in a trip unless that person executes all documents required by the District including, but not limited to, the Trip Participant Hold Harmless and Release Form.

F. INSURANCE: The Travel Contractor shall, for the duration of the trip, maintain in force a comprehensive general liability insurance policy(s) insuring the Travel Contractor's activities under this Agreement on a worldwide basis, and for the amount set forth in parentheses below against risk of loss due to (a) bodily injury, property damage or death caused by an occurrence arising out of the Travel
The Travel Contractor agrees to name the District, the Board, and each of their agents, employees and representatives as additional insureds under each such insurance policy or policies. In addition, said policy or policies shall include an endorsement whereby the Travel Contractor’s insurer agrees to waive its subrogation rights against the District as set forth in Paragraph G of this Agreement. Insured’s under the Travel Contractor’s comprehensive general liability insurance policy or policies. The District reserves the right to require the Travel Contractor to provide a certified copy of each such insurance policy. On a date to be specified by the District.

The Travel Contractor shall provide the District with a thirty (30) day notice of cancellation or change of each such insurance policy. This Agreement shall not be deemed to be in effect unless a modification has been submitted to and approved by the District Governing Board.

G. WAIVER OF SUBROGATION RIGHT: The Travel Contractor hereby covenants, warrants and promises to provide the District with a full and complete waiver of subrogation rights against the District. The Travel Contractor also covenants, warrants and promises that its insurer providing comprehensive general liability insurance for the trip has waived its right to subrogation against the District for any claims of bodily injury, property damage, personal injury, wrongful death or professional acts, errors or omissions that it or they may pay by way of judgment or settlement to the Travel Contractor or a third party because of the District’s alleged negligence or other tortious conduct. The Travel Contractor agrees to provide the District with a copy of the endorsement evidencing the Travel Contractor’s agreement to waive its subrogation rights against the District pursuant to the terms set forth herein.

H. TRAVEL AGENTS USED: All travel agents used by the Travel Contractor to arrange for transportation (or Travel Contractor itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (hereinafter “IATA”) and the Air Traffic Conference (“ATC”) and shall be members of the American Society of Travel Agents (“ASTA”) or an equivalent professional travel agents association.

I. TRIP CANCELLATION: The Travel Contractor may, upon written notice to the District, in the manner set forth in Paragraph N (6) Page 4, cancel any particular trip no later than 45 days prior to the departure of the trip if the minimum number of participants is not met, or upon the express mutual agreement of the District and the Travel Contractor set forth in writing, signed by both parties, and notice of the same given in the manner specified in Paragraph N (6), Page 4.

J. TERMINATION OF AGREEMENT: Either party may terminate this Agreement in its entirety upon forty-five (45) days prior by written notice given in the manner set forth in Paragraph N (6), Page 4. In the event the tour is canceled by the District less than forty-five (45) days prior to departure, only the initial deposit shall be forfeited, unless otherwise specified below.

The Travel Contractor shall have the right to retain a portion of the deposits received up to the date on which the tour is canceled; the amount to be retained will be in accordance with the schedule below. The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement or any act that took place during the pendency of this Agreement.

K. ASSIGNMENT: This Agreement is for the particular services of the Travel Contractor specified herein and shall not be assignable by the Travel Contractor in whole or in part without the prior written consent of the District. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit
of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, or of any third party beneficiaries of this Agreement.

L. CHANGE IN TRAVEL CONTRACTOR OWNERSHIP: During the term of this Agreement, should a change in ownership of the Travel Contractor take place, the Travel Contractor shall, within five (5) days of the change, notify the District at the address identified in Paragraph 1 of this Agreement. For purposes of this Agreement, change of ownership is defined as follows:

1. If the Travel Contractor is a corporation, any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power of the Corporation.

2. If the Travel Contractor is a partnership, then the withdrawal or removal of any general partner, dissolution of the partnership under California law or any transfer, or transfers in the aggregate, of more than fifty percent (50%) of the partnership interests.

Within ten (10) days of Notice to the District of a change of ownership as defined above, the District, at its option, may terminate this Agreement, provided it does so in writing, and the District's written notice of termination is sent to the Travel Contractor at the address identified in Paragraph N (6).

M. COMPLIANCE WITH APPLICABLE LAWS: The Travel Contractor and its subcontractors agree to comply with all applicable Foreign, Federal, State and Local Laws, Statutes and Ordinances in providing its services to the District under this Agreement.

N. GENERAL PROVISIONS

1. **Waiver.** The waiver by the District with respect to any breach of any term, covenant, or condition herein contained shall not constitute a waiver as to any such breach that may occur in the future. The District shall be deemed to have waived any breach by the Travel Contractor hereunder only if the District executes a specific written waiver with respect to such breach.

2. **Severability.** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof.

3. **Election of Remedies.** No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all of the remedies at law or in equity.

4. **Covenants and Conditions.** Each provision of this Agreement performed by either party herein shall be deemed both the covenant and a condition.

5. **Time is of the Essence.** Time is of the essence in the performance of each and every provision of this Agreement.

6. **Notice.** Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Agreement or pursuant to any applicable law or requirement or any public authority, shall be in writing and shall be deemed to have been properly given, rendered or made ten (10) days following the date of mailing if sent by registered or certified mail, return receipt requested, addressed to the other party (and to all other persons designated to receive copies) at the address as set forth below, or on date of delivery if delivered in person. Either party may, by written notice, designate a different address or addresses for notice as set forth herein.
7. **Attorneys' Fees.** In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

8. **Whole Agreement.** This writing constitutes the whole Agreement between the parties and may not be modified except in writing signed by both parties.

O. **SPECIFIC ARRANGEMENTS**

1. **Cultural and educational programs:** Field trips to Table Mountain, Boulder Beach, Cableway and Cape Point are included in the program price.

2. **Accommodations:** Use of fully-furnished Team House and all living facilities are included in the program price.

3. **Meals:** All meals (three per day) are included in the program unless eating out or stipulated.

4. **Transportation:** Round trip airfare from San Diego to Cape Town, departing on March 15, 2013, returning on March 29, 2013. All program-related transportation in South Africa, including fuel costs, tolls and road taxes.

5. **Transfers and porterage:** Round trip motor coach transfers shall be provided to and from airports, piers, railway terminals, and hotels while in South Africa.

6. **Promotion and other services:** Two hundred and fifty (four-color) program brochures, and two hundred and fifty copies of all program application materials.

7. **Payment Schedules:**

   A payment of $400 is due with the application
   A payment of $700 is due on October 19, 2012
   A payment of $700 is due on November 19, 2012
   A payment of final program costs is due January 16, 2013

   Qualified student participants are required to pay all fees prior to departure.

   Total cost per participant: Cost reflected of a minimum of 19 participants, $3,096.19 (includes all taxes and fuel surcharges)

   Cancellation procedures will be discussed.

8. **Miscellaneous:** This contract includes service charges and taxes in connection with the above-mentioned services. Airport embarkation taxes are not included. This contract does not include: trip cancellation or luggage insurance; passport and/or visa charges; excess luggage or porterage charges; supplements for single rooms or rooms with private bathrooms (unless otherwise stated); discretionary
gratuities to service personnel; or any other items of a purely personal nature, and any services not specifically mentioned herein.

This contract is made in good faith, based on specific rates of exchange and prevailing prices, and is subject to alteration in the event of any change in any one or more of these factors at any time up to the date of commencement of the itinerary. The land price is contingent on all air transportation being booked by the Travel Contractor and is based on the airfare quoted at the time of this contract. The Travel Contractor will act as travel agent on behalf of the group in booking the group's air transportation.

ACKNOWLEDGED AND ACCEPTED:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT:

By: ____________________________
Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Rd.
Chula Vista, CA 91910-7299
Telephone: (619) 482-6301

DATE: ____________________________

FELLOWSHIP TRAVEL:

By: ____________________________
Jenny Burkholder
Program Coordinator
10220 Timber Ridge Dr.
Ashland, VA 23005
Telephone: (800) 235-9384

DATE: ____________________________

Originator: Mia C. McClellan
Department: Office of Student Services
Account No.: No Cost to the District

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3570.12
Date: 4/18/12
MEMORANDUM

July 11, 2012

TO: Members of the Governing Board
Southwestern Community College District

FROM: Melinda Nish, Ed.D.
Superintendent/President

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

RECOMMENDATION

Recommend appointment of the individuals listed below to the Prop R Citizens Oversight Committee for 2-year terms in accordance with the established bylaws. The deadline to fill the Student Representative vacancy was extended to August.

- Business Community Representative – Adela C. Garcia
- Community Members At-Large – Israel Garza

OVERVIEW

The District solicited applications for membership on the Prop R Citizens Oversight Committee by sending a press release to all local print media. The Union Tribune San Diego, Daily Transcript, and Imperial Beach Patch all published the press release. It was also posted on the District website and Prop R website and emailed to more than 200 people to forward to their communication network. The closing date for the applications was June 20, 2012.

A total of nine (9) applications were received. Each application was reviewed thoroughly by the Superintendent/President and by Proposition R consultant, Bob Temple, using the approved San Diego Taxpayer Association Guidelines, which was approved by the Governing Board. In addition, each applicant’s background was reviewed taking into consideration the specified Proposition R Citizens’ Oversight Committee Bylaws, Article 5.1, the representative Area where the vacancy occurred, diversity in background, experience, residence/city, and affiliation with organizations/groups.

After careful consideration of the applicants, I am recommending appointment of the above-listed individuals to the Proposition R Citizens’ Oversight Committee. I am also submitting a summary of the background and qualifications of each applicant as required by Proposition R Citizens’ Oversight Committee Bylaws.

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<th>Selected by Committee and Assignment</th>
<th>Summary of Applicant Qualifications</th>
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<td>Adela C. Garcia Business Community Representative</td>
<td>Current contractor at IBM Corporation; 38 years of employment at IBM with expertise in budgets, operations and project management; worldwide process leader for $36 million system deployed across 150 countries to 10,000 business partners; currently leads Blue Harmony Partner Channel and Incentive Compensation roll-out; previous member and president of SWC Foundation; representative on Prop AA oversight committee; resident of Chula Vista.</td>
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<td>Israel Garza At-Large Community Member</td>
<td>Serves as Controller for Associated Students of San Diego State University; over 20 years of finance and operational managerial experience; CPA/CMA/MBA with financial, accounting and operational managerial experience; currently on the Board of South Bay Family YMCA, City of Chula Vista Parks &amp; Recreation Commission, and the County of San Diego Citizen’s Law Enforcement Review Board; resident of Chula Vista.</td>
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<tr>
<td>Other Applicants and Requested Assignment</td>
<td>Summary of Applicant Qualifications</td>
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<td>Augie Bareno At-Large Community Member</td>
<td>Developed commercial and condo developments; municipal advisory teams; 20 years-deputy county administrator; 8 years on National School District Board of Trustees, 12 years on Southwestern College Board of Trustees; Planning Commissioner; resident of Chula Vista.</td>
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<td>Jose “Pepe” Cervantes At-Large Community Member</td>
<td>Project management and operations oversight for large public agency; adhoc committees; City Commissioner for the City of San Diego Gang Commission; Trustees Advisory Council member for San Diego Community College District; resident of Imperial Beach.</td>
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<tr>
<td>James Mayberry At-Large Community Member</td>
<td>Resident of Chula Vista.</td>
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<tr>
<td>Steven Mentas At-Large Community Member</td>
<td>Owns and manages two rental properties; A.S. Degree-Southwestern College; B.A./M.B.A. degrees San Diego State; retired in 2011; resident of Chula Vista.</td>
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<tr>
<td>Margie Reese At-Large Community Member</td>
<td>Current student at Southwestern College since January 2009; 8-year term as Chair of Housing Advisor Commission for the City of Chula Vista; completed Citizens Leadership Academy in 2007; resident of Chula Vista.</td>
</tr>
<tr>
<td>Joachim Reimann, Ph. D. Business Community Representative</td>
<td>12 years-Upper Rio Grande Private Industry Council; managed San Diego County contracted mental health center; Principal Investigator with multiple grants/contracts through the SDSU Research Foundation; Somali Family Service Board; San Diego County Source Selection Committees; Community Advisory Board, UCSD Clinical and Transitional Research Institute; former Director on Executive Board – Trans Pecos Counseling Association; resident of San Diego.</td>
</tr>
<tr>
<td>Daniel Vaccaro At-Large Community Member Business Community Representative</td>
<td>20-year business owner; previous government agency work; 8 years-City of Chula Vista: Parks &amp; Recreation Commission; YMCA, Chula Vista Services Committee, Sweetwater School District high school coach; resident of Chula Vista.</td>
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ITEM #19 A1
STUDENT TRUSTEE

Reference: Education Code Section 72023.5 and 72103

The Associated Student Organization (A.S.O.) President will serve as the Student Trustee for the Governing Board.

The A.S.O. President/Student Trustee will be elected by a majority vote in the Spring A.S.O. election, and serve as student Board member for the next school year (June 1 through May 15 annually). All students of the student body are permitted to participate in the A.S.O. election. The election will be conducted in accordance with administrative procedures established by the Superintendent/President, or designee, and set forth in Article VII (Election Code) of the A.S.O. By-Laws. The Student Trustee will be sworn in at the June Governing Board meeting. Before taking office the Student Trustee shall attend a training session with the Superintendent/President and the Governing Board President regarding the role and responsibilities of the Governing Board pursuant to College District Policy and Procedure No. 2740, "Board Education."

The Student Trustee must be a resident of California, must maintain enrollment in at least nine units at Southwestern Community College District, and not be on academic or disciplinary probation.

On or before May 15 of each year, the Governing Board shall consider whether to afford the Student Trustee any of the following privileges:

- The privilege to make and second motions;
- The privilege to receive compensation for meeting attendance at the level received by other members of the Governing Board;
- The privilege to serve a term commencing on June 1.

The Student Trustee shall be seated with the Governing Board and shall be recognized as a full member of the Governing Board at meetings. The Student Trustee shall be entitled to attend all Governing Board training sessions. The Student Trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The Student Trustee will have an advisory vote, which will be recorded in the official minutes, but does not determine whether an item passes and does not pertain to closed session items. The Student Trustee shall be entitled to any mileage allowance necessary to attend Governing Board Meetings to the same extent as publicly elected trustees.

If the A.S.O. President/Student Trustee is unable to fulfill the duties of the office or does not meet the qualifications stated above, the A.S.O. Executive Vice President will serve as the
STUDENT TRUSTEE

Student Trustee. If the Executive Vice President is unable to serve or does not meet all qualifications, the succession will continue in the following order: Social Vice President, Vice President for Club Affairs, Vice President for Public Relations, Secretary, Treasurer.

If the office of Student Trustee becomes vacant by reason of resignation, disqualification, or any other reason, a special election will be held to select the Student Trustee. The special election shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Superintendent/President. Candidates for the office of Student Trustee may nominate themselves or be nominated by others by filing an application certifying that the candidate is eligible for service under the criteria set forth in California law, District Procedure No. 2015, and the A.S.O By-Laws.
CAMPAIGN CONTRIBUTIONS

Reference: Government Code Sections 81000, et seq.; 82015; 84200, et seq.; 85201

No person shall make a contribution in excess of $1,000.00 to a candidate seeking election to the Governing Board of Southwestern Community College District for a single election. No candidate shall solicit or accept a contribution in excess of $1,000.00 from a person for a single election. All contributions made by a person whose contribution activity is financed, maintained or controlled by another person shall be deemed to be made by that other person. A candidate may contribute in excess of $1,000.00 to his or her own campaign. This contribution limit shall be reviewed by the Governing Board biannually.

No organization shall make a contribution to any candidate seeking election to the Governing Board of Southwestern Community College District or candidate-controlled campaign committee. All contributions made by a person whose contribution activity is financed, maintained or controlled by an organization shall be deemed to be made by that organization. If the contribution is deemed made by an organization, it is prohibited.

A candidate who receives a contribution in violation of this policy, if elected, shall be deemed to have a conflict of interest on any item in which the contributor has a financial interest, and is barred during the term to which he/she is elected from deliberating or voting on such an item.

This prohibition shall not apply to contributions made to a committee that is organized solely for the purpose of supporting or opposing any ballot measure.

Definitions

A. "Candidate" means any individual seeking election to the Governing Board of Southwestern Community College, the candidate’s campaign committee, committee(s) controlled by the candidate, and agents of the candidate.

B. "Contribution" is defined in a manner identical with the definition found in Government Code Section 82015, contained within the Political Reform Act, and any related provisions in the California Code of Regulations.

C. "Organization" means a proprietorship, labor union, firm, partnership, joint venture, syndicate, business, trust, company, corporation, association, or committee,

Adopted: 3-14-12
Revised & Adopted:
CAMPAIGN CONTRIBUTIONS

including a political action committee. "Organization" does not include political party committees, as that term is defined in California Government Code Section 85205.

D. "Person" means a natural individual.
NEW PROCEDURE
No. 2110

Southwestern Community College District PROCEDURE

Governing Board

VACANCIES ON THE GOVERNING BOARD

References: Education Code Sections 5090 et seq.; Government Code Sections 1770 and 6061

When the Governing Board determines to fill a vacancy by appointment, the Superintendent/President shall assure that there is ample publicity to and information for prospective candidates. Publicity shall include posting in three public places in the College District and publication in a newspaper of general circulation.

The posted notice of vacancy shall include directions regarding applications or nominations of legally qualified candidates. Persons applying or nominated must meet the qualifications required by law for members of the Governing Board.

Persons applying for appointment to the Governing Board shall receive a letter from the Superintendent/President containing information about the College District and the Governing Board, and including an application to be completed and returned by a specific date.

Each Governing Board member will review all applications with final selection made by a majority vote of the Governing Board members at a public meeting called for that purpose.

The Governing Board shall request personal interviews with candidates selected as finalists.

Whenever a provisional appointment is made, the Governing Board shall, within 10 days of the provisional appointment, post notices of both the actual vacancy or the filing of a deferred resignation and the provisional appointment in three public places in the College District. It shall also publish a notice in a newspaper of general circulation.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. It shall also contain the full name of the provisional appointee to the Governing Board, the date of appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

A provisional appointment confers all powers and duties of a Governing Board member upon the appointee immediately following his or her appointment.
VACANCIES ON THE GOVERNING BOARD

A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for Governing Board members. An election shall be held to fill the vacancy for the remainder of the unexpired term. A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs or will occur.
EVALUATION OF THE SUPERINTENDENT/PRESIDENT

Reference: Accreditation Standard IV.A

Evaluation of the Superintendent/President is to be based upon performance of the duties outlined in the job description for that position and upon the strategic goals established for the District as approved by the Governing Board.

1. The Governing Board shall review and assess, in writing, the performance of the Superintendent/President once each year during the month of August for the preceding June 30 to July 1.

2. No later than July 15, the Superintendent/President will submit a written report to the Governing Board stating his/her accomplishments as the chief administrative officer of Southwestern Community College District. The criteria for this written report shall be based on Board Policy No. 2430, "Delegation of Authority to the Superintendent/President." The report shall provide space for Governing Board members to make commendations, recommendations and general comments. Each Governing Board member shall submit his/her written comments to the Board President at least ten (10) business days prior to the scheduled evaluation date. The Board President shall consolidate the commendations, recommendations and general comments of Board members. This consolidated report shall be attached to a copy of the Superintendent/President's written report and reviewed in closed session with the Superintendent/President at the time of the evaluation.

3. Upon completion of the Superintendent/President’s evaluation, the Governing Board may, at its discretion, take action to amend the Superintendent/President's salary, or extend the employment contract for an additional period of time.

4. The consolidated report shall be preserved in the Superintendent/President’s permanent personnel file. The Governing Board President shall be responsible to provide the evaluation to Human Resources for filing.
ITEM #19 B3
PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS

Reference: Government Code Section 3547

Whenever an initial collective bargaining proposal is received from an exclusive representative of College District employees, or whenever the College District's own negotiator presents an initial proposal, the following actions must be taken at public meetings of the Governing Board:

1. The exclusive representative or the College District must present the initial collective bargaining proposal orally or in writing to the Governing Board at a public meeting.

2. The public shall have an opportunity to respond to the initial proposal at a subsequent public Governing Board meeting. The opportunity for public response shall appear on the Governing Board's regular agenda. Public response shall be taken in accordance with the Governing Board's policies regarding speakers.

3. After the public has an opportunity to respond to an initial proposal presented by the College District, the Governing Board shall, at the same meeting or a subsequent meeting, adopt the College District's initial proposal. The adoption shall be indicated as a separate action item on the Governing Board agenda. There shall be no amendment of the College District's initial proposal unless the public is again afforded a reasonable opportunity to respond to the proposed amendment at a public meeting. (No Governing Board action is required in response to an initial proposal by an exclusive representative.)

4. If new subjects for meeting and negotiating arise after the presentation of initial proposals, the following procedure shall be followed: all new subjects of meeting and negotiating, whether proposed by the exclusive representative or the College District, shall be posted by the College District in the same public place it posts its agendas within twenty-four (24) hours after the new subjects are presented in negotiations.

5. When a request to reopen a collective bargaining agreement is received from an exclusive representative, or is made by the College District, the public notice process outlined in items 1-4 of this procedure shall be followed.

When the College District and the exclusive representative agree to amend an executed collective bargaining agreement, the following procedure shall be followed:

- The amendment shall appear on the agenda as a notice item, for action at a subsequent Governing Board meeting.
PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS

- The public shall have an opportunity to respond to the amendment at a subsequent Governing Board meeting. The public response shall be indicated on the agenda.
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<td>Constant Contact</td>
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<td>David M. Espiritu</td>
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<td>208732</td>
<td>Mia Celia C. McClellan</td>
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<td>208733</td>
<td>Richard I. DeYoung</td>
<td>122</td>
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<td>208734</td>
<td>Debbie P. Trujillo</td>
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<tr>
<td>PO #</td>
<td>Department</td>
<td>Cost</td>
</tr>
<tr>
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<td>Gale</td>
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<td>208736</td>
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<td>208738</td>
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<td>208739</td>
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<td>208740</td>
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<td>208741</td>
<td>Jobelephant.Com Inc</td>
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<td>208742</td>
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<td>208743</td>
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<td>208745</td>
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<td>208746</td>
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<td>208748</td>
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<td>208750</td>
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<tr>
<td>208751</td>
<td>SDC Designs Inc</td>
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**SOUTHWESTERN COLLEGE**

**COMPARATIVE STATEMENT OF REVENUES and EXPENSES**

**General Fund - Unrestricted**

**REPORT**

**ENDING May 31, 2012**

### Revenues

<table>
<thead>
<tr>
<th></th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$381,925</td>
<td>$360,500</td>
<td>$(21,425)</td>
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<td>State Revenues</td>
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<tr>
<td>Local Revenues</td>
<td>$24,755,355</td>
<td>$24,983,804</td>
<td>230,449</td>
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<tr>
<td>Other Revenues</td>
<td>$175,000</td>
<td>-</td>
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<td>Total Revenues</td>
<td>$80,210,286</td>
<td>$76,359,304</td>
<td>$(3,640,982)</td>
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### Expenses

<table>
<thead>
<tr>
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<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Salaries</td>
<td>$37,050,841</td>
<td>$35,905,519</td>
<td>$(1,145,322)</td>
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<td>Classified and Other Nonacademic Salaries</td>
<td>$18,936,587</td>
<td>$19,255,191</td>
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<tr>
<td>Employee Benefits</td>
<td>$13,518,741</td>
<td>$13,691,982</td>
<td>173,241</td>
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<tr>
<td>Supplies and Materials</td>
<td>$3,456,864</td>
<td>$3,547,444</td>
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<td>Other Operating Expenses and Services</td>
<td>$8,169,150</td>
<td>$9,171,244</td>
<td>1,002,094</td>
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<tr>
<td>Capital Outlay</td>
<td>$1,177,036</td>
<td>-</td>
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<td>Other Outgo</td>
<td>$1,075,899</td>
<td>$1,267,924</td>
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<td>Total Expenses</td>
<td>$83,364,808</td>
<td>$81,529,394</td>
<td>$(1,835,414)</td>
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### Change in Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$(3,164,522)</td>
<td>$(5,000,000)</td>
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## Comparative Statement of Revenues and Expenses

### General Fund - Restricted

#### Report Ending
May 31, 2012

#### Revenues

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<thead>
<tr>
<th>Source</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>Variance % of 2011-12 Budget</th>
<th>Variance % of 2011-12 Budget</th>
<th>Variance % of 2011-12 Budget</th>
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</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$3,549,662</td>
<td>$2,100,694</td>
<td>($1,448,968)</td>
<td>$6,431,912</td>
<td>$5,833,173</td>
<td>($598,739)</td>
<td>79%</td>
<td>100%</td>
<td>($696,340)</td>
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<tr>
<td>State Revenues</td>
<td>$4,121,252</td>
<td>$4,204,694</td>
<td>$82,442</td>
<td>$6,076,656</td>
<td>$4,407,246</td>
<td>($1,669,410)</td>
<td>149%</td>
<td>137%</td>
<td>($393,324)</td>
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<tr>
<td>Local Revenues</td>
<td>$2,408,927</td>
<td>$2,337,846</td>
<td>($71,081)</td>
<td>$4,488,494</td>
<td>$3,315,024</td>
<td>($1,139,470)</td>
<td>206%</td>
<td>171%</td>
<td>($686,493)</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$10,079,841</td>
<td>$8,632,594</td>
<td>($1,447,247)</td>
<td>$16,997,062</td>
<td>$14,561,437</td>
<td>($2,435,625)</td>
<td>79%</td>
<td>100%</td>
<td>($2,246,690)</td>
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#### Expenses

<table>
<thead>
<tr>
<th>Category</th>
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<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>Variance % of 2011-12 Budget</th>
<th>Variance % of 2011-12 Budget</th>
<th>Variance % of 2011-12 Budget</th>
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<tbody>
<tr>
<td>Academic Salaries</td>
<td>$2,201,556</td>
<td>$1,642,480</td>
<td>($559,076)</td>
<td>$2,835,747</td>
<td>$2,097,794</td>
<td>($737,953)</td>
<td>103%</td>
<td>134%</td>
<td>90,160</td>
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<tr>
<td>Classified and Other Nonacademic Salaries</td>
<td>$4,174,533</td>
<td>$3,723,750</td>
<td>($450,783)</td>
<td>$3,858,279</td>
<td>$3,581,552</td>
<td>($276,727)</td>
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<td>114%</td>
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<td>Employee Benefits</td>
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<td>$1,091,570</td>
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<td>$2,059,017</td>
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<td>149%</td>
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<tr>
<td>Supplies and Materials</td>
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<td>$216,443</td>
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<td>$1,475,611</td>
<td>$102,333</td>
<td>115%</td>
<td>106%</td>
<td>205,687</td>
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<td>Other Operating Expenses and Services</td>
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<td>$602,577</td>
<td>($620,519)</td>
<td>$2,783,510</td>
<td>$2,584,937</td>
<td>($198,573)</td>
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<td>81%</td>
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<tr>
<td>Capital Outlay</td>
<td>$269,908</td>
<td>$96,762</td>
<td>($173,146)</td>
<td>$341,543</td>
<td>$197,105</td>
<td>($144,438)</td>
<td>68%</td>
<td>68%</td>
<td>(54,264)</td>
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<td>Other Outgo</td>
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<td>$658,781</td>
<td>$105,492</td>
<td>$745,889</td>
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<td>($4,657)</td>
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<td>104%</td>
<td>2,316</td>
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<tr>
<td>Total Expenses</td>
<td>$10,079,841</td>
<td>$8,632,594</td>
<td>($1,447,247)</td>
<td>$16,997,062</td>
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<td>($2,435,625)</td>
<td>114%</td>
<td>133%</td>
<td>($9,948)</td>
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#### Change in Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$0</td>
<td>$0</td>
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</table>
## Comparative Statement of Revenues and Expenses

SOUTHWESTERN COLLEGE

**General Fund - Unrestricted/Restricted (Combined)**

Report Ending

May 31, 2012

### General Fund - Combined

<table>
<thead>
<tr>
<th>Revenues</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>Variance</th>
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<tr>
<td>Federal</td>
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<td>Local Revenues</td>
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<td>$(175,000)</td>
<td>$175,000</td>
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### Expenses

<table>
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<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
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<th>Variance</th>
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<tbody>
<tr>
<td>Academic Salaries</td>
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<td>Classified and Other Nonacademic Salaries</td>
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<tr>
<td>Employee Benefits</td>
<td>$12,005,535</td>
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<tr>
<td>Supplies and Materials</td>
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<td>Capital Outlay</td>
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<td>Other Outlay</td>
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### Change in Fund Balance

<table>
<thead>
<tr>
<th>Change in Fund Balance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>Variance</th>
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<tbody>
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<td>$(3,184,822)</td>
<td>$(5,000,000)</td>
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</table>
### Federal Revenues

<table>
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<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
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</thead>
<tbody>
<tr>
<td>National Science Foundation</td>
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<td>$479,463</td>
<td>$476,903</td>
<td>($2,560)</td>
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<td>Military Personnel Development</td>
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<td>$-</td>
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</tr>
<tr>
<td>Federal Student Financial Aid</td>
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<td>$-</td>
<td>$-</td>
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</tr>
<tr>
<td>FWS Admin Allowance</td>
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<td>($7,723)</td>
<td>$22,723</td>
<td>$15,000</td>
<td>($7,723)</td>
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<tr>
<td>Admin Allot-PELL</td>
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<td>$13,367</td>
<td>$10,010</td>
<td>($3,357)</td>
<td>$-</td>
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<td>$-</td>
</tr>
<tr>
<td>Veterans Services</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>VTEA/Career Tech Education</td>
<td>$1,178,727</td>
<td>$1,101,523</td>
<td>($77,204)</td>
<td>$1,248,435</td>
<td>$1,110,352</td>
<td>($138,083)</td>
<td>$815,435</td>
<td>69%</td>
<td>$720,750</td>
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<tr>
<td>ARRA Federal Funds</td>
<td>$127,957</td>
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<td>($105,680)</td>
<td>$200,584</td>
<td>$142,985</td>
<td>($57,599)</td>
<td>$143,730</td>
<td>0%</td>
<td>$133,704</td>
</tr>
<tr>
<td>Other Federal Revenue</td>
<td>$1,647,480</td>
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<td>($912,617)</td>
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<td>($494,752)</td>
<td>$1,622,713</td>
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<td>$1,051,167</td>
</tr>
<tr>
<td><strong>Total Federal Revenues</strong></td>
<td>$3,931,887</td>
<td>$2,461,154</td>
<td>($1,470,733)</td>
<td>$6,313,637</td>
<td>$6,199,673</td>
<td>($114,164)</td>
<td>$3,220,706</td>
<td>19%</td>
<td>$2,455,459</td>
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</table>

### State Revenues

<table>
<thead>
<tr>
<th>Program</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB1133 Settlement</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
</tr>
<tr>
<td>FTA/Backfill</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
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<tr>
<td>Two Percent Bogg</td>
<td>$77,550</td>
<td>$85,000</td>
<td>$7,450</td>
<td>$77,550</td>
<td>$85,000</td>
<td>$7,450</td>
<td>$96,376</td>
<td>124%</td>
<td>$105,206</td>
</tr>
<tr>
<td>State Career Tech EDU</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
</tr>
<tr>
<td>Return to Title IV</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
</tr>
<tr>
<td>Growth Apportionment</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
</tr>
<tr>
<td>State General Apportionment</td>
<td>$268,224</td>
<td>$248,224</td>
<td>($20,000)</td>
<td>$236,000</td>
<td>$306,899</td>
<td>$70,899</td>
<td>$314,119</td>
<td>80%</td>
<td>$247,654</td>
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<tr>
<td>Principal State Apportionment</td>
<td>$52,614,514</td>
<td>$48,730,000</td>
<td>($3,884,514)</td>
<td>$52,614,514</td>
<td>$48,730,000</td>
<td>($3,884,514)</td>
<td>$40,999,225</td>
<td>78%</td>
<td>$29,889,371</td>
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<tr>
<td>Prior Year Gen. Appx</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
</tr>
<tr>
<td>Basic Skills Growth</td>
<td>$50,000</td>
<td>$226,793</td>
<td>$176,793</td>
<td>$303,084</td>
<td>$229,699</td>
<td>($73,385)</td>
<td>$3,795,132</td>
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<td>S.G. 98 One Time Funds</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
</tr>
<tr>
<td>FT Faculty Pay</td>
<td>$201,191</td>
<td>$300,000</td>
<td>$98,809</td>
<td>$201,191</td>
<td>$300,000</td>
<td>$98,809</td>
<td>$309,718</td>
<td>134%</td>
<td>$309,718</td>
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<tr>
<td>Categorical Apportionment</td>
<td>$210,661</td>
<td>$294,687</td>
<td>$84,026</td>
<td>$679,825</td>
<td>$517,666</td>
<td>($162,159)</td>
<td>$462,334</td>
<td>220%</td>
<td>$470,624</td>
</tr>
<tr>
<td>EOPS/CARE</td>
<td>$-</td>
<td>$112,665</td>
<td>$112,665</td>
<td>$28,016</td>
<td>$84,617</td>
<td>$56,601</td>
<td>$131,682</td>
<td>198%</td>
<td>$8,061</td>
</tr>
<tr>
<td>Ext. Opp. Pgrms/SVC</td>
<td>$1,389,504</td>
<td>$1,360,449</td>
<td>($29,055)</td>
<td>$1,579,930</td>
<td>$1,395,298</td>
<td>($184,632)</td>
<td>$1,356,509</td>
<td>106%</td>
<td>$1,378,764</td>
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<tr>
<td>Phy Hand Excess Cost</td>
<td>$886,203</td>
<td>$744,275</td>
<td>($141,928)</td>
<td>$850,325</td>
<td>$91,912</td>
<td>($73,413)</td>
<td>$792,881</td>
<td>89%</td>
<td>$859,941</td>
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<tr>
<td>District Match</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>0%</td>
<td>$-</td>
</tr>
</tbody>
</table>

### Variances

- **% of 2010-11 Budget**: 0%
- **% of 2011-12 Budget**: 0%
- **Variance**: 0%
## SOUTHWESTERN COLLEGE
### COMPARATIVE STATEMENT OF REVENUES
#### GENERAL FUND - Unrestricted/Restricted (Combined)
#### Report Ending
#### May 31, 2012

### General Fund - Combined Revenues

<table>
<thead>
<tr>
<th></th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Categorical Apportionment</td>
<td>$627,553</td>
<td>$593,583</td>
<td>($33,970)</td>
</tr>
<tr>
<td>Matriculation</td>
<td>$711,569</td>
<td>$592,829</td>
<td>($118,740)</td>
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<tr>
<td>AB 1725 Aftirm Act</td>
<td>$15,049</td>
<td>-</td>
<td>($15,049)</td>
</tr>
<tr>
<td>State Grant</td>
<td>-</td>
<td>$50,779</td>
<td>$50,779</td>
</tr>
<tr>
<td>Energy</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tax Relief Subvent</td>
<td>$196,751</td>
<td>$100,000</td>
<td>($96,751)</td>
</tr>
<tr>
<td>Lottery Proceeds</td>
<td>$1,800,000</td>
<td>$1,800,000</td>
<td>-</td>
</tr>
<tr>
<td>PY Lottery Proceeds</td>
<td>-</td>
<td>$322,103</td>
<td>$322,103</td>
</tr>
<tr>
<td>State Mandated Costs</td>
<td>-</td>
<td>$200,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>State Apportionment</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Trailer License Fee</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other State Revenues</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total State Revenues</strong></td>
<td>$59,011,258</td>
<td>$55,419,094</td>
<td>($3,592,164)</td>
</tr>
</tbody>
</table>

### Variance

<table>
<thead>
<tr>
<th></th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund - Combined Revenues</strong></td>
<td>$838,500</td>
<td>$742,139</td>
<td>($96,361)</td>
</tr>
<tr>
<td><strong>State Grant</strong></td>
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<td>$55,780</td>
<td>$55,780</td>
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<tr>
<td><strong>Energy</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Tax Relief Subvent</strong></td>
<td>$190,751</td>
<td>$100,000</td>
<td>($90,751)</td>
</tr>
<tr>
<td><strong>Lottery Proceeds</strong></td>
<td>$1,901,231</td>
<td>$2,194,804</td>
<td>$293,573</td>
</tr>
<tr>
<td><strong>PY Lottery Proceeds</strong></td>
<td>-</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td><strong>State Mandated Costs</strong></td>
<td>-</td>
<td>$200,000</td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>State Apportionment</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Trailer License Fee</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Other State Revenues</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total State Revenues</strong></td>
<td>$1,011,708</td>
<td>$1,265,593</td>
<td>$253,885</td>
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</table>

### Variance

<table>
<thead>
<tr>
<th></th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other Categorical Apportionment</strong></td>
<td>($3,592,165)</td>
<td>-</td>
<td>($3,592,165)</td>
</tr>
<tr>
<td><strong>Matriculation</strong></td>
<td>($134,009)</td>
<td>-</td>
<td>($134,009)</td>
</tr>
<tr>
<td><strong>AB 1725 Aftirm Act</strong></td>
<td>($160,000)</td>
<td>-</td>
<td>($160,000)</td>
</tr>
<tr>
<td><strong>State Grant</strong></td>
<td>-</td>
<td>($164,858)</td>
<td>($164,858)</td>
</tr>
<tr>
<td><strong>Energy</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Tax Relief Subvent</strong></td>
<td>($162,212)</td>
<td>-</td>
<td>($162,212)</td>
</tr>
<tr>
<td><strong>Lottery Proceeds</strong></td>
<td>($1,165,131)</td>
<td>-</td>
<td>($1,165,131)</td>
</tr>
<tr>
<td><strong>PY Lottery Proceeds</strong></td>
<td>-</td>
<td>($552,839)</td>
<td>($552,839)</td>
</tr>
<tr>
<td><strong>State Mandated Costs</strong></td>
<td>-</td>
<td>($596,082)</td>
<td>($596,082)</td>
</tr>
<tr>
<td><strong>State Apportionment</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Trailer License Fee</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Other State Revenues</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total State Revenues</strong></td>
<td>$100,805</td>
<td>$201,133</td>
<td>$100,328</td>
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</table>

### Variance

<table>
<thead>
<tr>
<th></th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
</tr>
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<tbody>
<tr>
<td><strong>Other Categorical Apportionment</strong></td>
<td>($3,592,165)</td>
<td>-</td>
<td>($3,592,165)</td>
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<tr>
<td><strong>Matriculation</strong></td>
<td>($134,009)</td>
<td>-</td>
<td>($134,009)</td>
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<tr>
<td><strong>AB 1725 Aftirm Act</strong></td>
<td>($160,000)</td>
<td>-</td>
<td>($160,000)</td>
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<tr>
<td><strong>State Grant</strong></td>
<td>-</td>
<td>($164,858)</td>
<td>($164,858)</td>
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<tr>
<td><strong>Energy</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Tax Relief Subvent</strong></td>
<td>($162,212)</td>
<td>-</td>
<td>($162,212)</td>
</tr>
<tr>
<td><strong>Lottery Proceeds</strong></td>
<td>($1,165,131)</td>
<td>-</td>
<td>($1,165,131)</td>
</tr>
<tr>
<td><strong>PY Lottery Proceeds</strong></td>
<td>-</td>
<td>($552,839)</td>
<td>($552,839)</td>
</tr>
<tr>
<td><strong>State Mandated Costs</strong></td>
<td>-</td>
<td>($596,082)</td>
<td>($596,082)</td>
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<tr>
<td><strong>State Apportionment</strong></td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Trailer License Fee</strong></td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Other State Revenues</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total State Revenues</strong></td>
<td>$100,805</td>
<td>$201,133</td>
<td>$100,328</td>
</tr>
</tbody>
</table>
### Southwestern College

#### Comparative Statement of Revenues

**General Fund - Unrestricted/Restricted (Combined)**

**May 2010-11/2011-12**

<table>
<thead>
<tr>
<th>Description</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>% of 2010-11 Budget</th>
<th>% of 2011-12 Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDC Rental</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$ -</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$ -</td>
<td>$550 (1%)</td>
<td>$0 (%)</td>
<td>$550 (1%)</td>
</tr>
<tr>
<td>Game Room Income</td>
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<td>$10,000</td>
<td>$ -</td>
<td>$14,630</td>
<td>$28,867</td>
<td>$14,237</td>
<td>$9,212 (92%)</td>
<td>$18,807 (159%)</td>
<td>$9,595</td>
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<td>Facility Use Fee</td>
<td>$120,000</td>
<td>$105,557</td>
<td>$10,443</td>
<td>$206,557</td>
<td>$205,557</td>
<td>$1,000</td>
<td>$249,570 (250%)</td>
<td>$156,095 (75%)</td>
<td>$93,475</td>
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<td>Equipment Use Fees</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$242 (%)</td>
<td>$242 (%)</td>
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<td>Interest Earned</td>
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<td>$50,000</td>
<td>$35,000</td>
<td>$(100,000)</td>
<td>$50,000</td>
<td>$100,000</td>
<td>$88,680 (59%)</td>
<td>$69,508 (139%)</td>
<td>$(19,122)</td>
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<td>Community Services</td>
<td>$87,983</td>
<td>$89,417</td>
<td>$1,434</td>
<td>$62,666</td>
<td>$89,417</td>
<td>$26,751</td>
<td>$96,254 (0%)</td>
<td>$108,134 (121%)</td>
<td>$11,880</td>
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<td>$387,251</td>
<td>$4,912,749</td>
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<td>$387,251</td>
<td>$3,681,011 (75%)</td>
<td>$4,501,805 (85%)</td>
<td>$820,794</td>
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<td>Health Fee</td>
<td>$690,616</td>
<td>$708,066</td>
<td>$17,450</td>
<td>$690,616</td>
<td>$708,066</td>
<td>$17,450</td>
<td>$648,790 (97%)</td>
<td>$738,522 (104%)</td>
<td>$89,732</td>
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<tr>
<td>Material Fees</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Other Student Fees</td>
<td>$40,000</td>
<td>$60,000</td>
<td>$20,000</td>
<td>$60,000</td>
<td>$60,000</td>
<td>$0</td>
<td>$57,655 (96%)</td>
<td>$57,921 (96%)</td>
<td>$(266)</td>
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<td>Tuition Fee</td>
<td>$600,000</td>
<td>$750,000</td>
<td>$150,000</td>
<td>$600,000</td>
<td>$750,000</td>
<td>$150,000</td>
<td>$983,170 (164%)</td>
<td>$965,080 (129%)</td>
<td>$(18,090)</td>
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<tr>
<td>Parking Charges</td>
<td>$1,000,000</td>
<td>$852,208</td>
<td>$(147,792)</td>
<td>$1,000,000</td>
<td>$852,208</td>
<td>$(147,792)</td>
<td>$835,889 (81%)</td>
<td>$735,895 (86%)</td>
<td>$(100,000)</td>
</tr>
<tr>
<td>Credit By Exam</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$0</td>
<td>$5,122</td>
<td>$6,198</td>
<td>$1,076</td>
<td>$13,998 (464%)</td>
<td>$15,509 (517%)</td>
<td>$1,512</td>
</tr>
<tr>
<td>Course Audit</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$0</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$0</td>
<td>$16,278 (0%)</td>
<td>$18,739 (97%)</td>
<td>$2,461</td>
</tr>
<tr>
<td>Local Revenue Misc.</td>
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<td>$ -</td>
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<td>$5,000</td>
<td>$0</td>
<td>$192,890 (0%)</td>
<td>$251,690 (0%)</td>
<td>$57,770</td>
</tr>
<tr>
<td>Fines and Collection Charges</td>
<td>$214,125</td>
<td>$92,300</td>
<td>$(121,825)</td>
<td>$254,637</td>
<td>$98,310</td>
<td>$(156,327)</td>
<td>$123,495 (56%)</td>
<td>$91,717 (99%)</td>
<td>$(31,778)</td>
</tr>
<tr>
<td>Cobra</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$48 (0%)</td>
<td>$48 (0%)</td>
</tr>
<tr>
<td>Midship Permit Charge</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$1,119 (0%)</td>
<td>$1,119 (0%)</td>
</tr>
<tr>
<td>Local Miscellaneous Income</td>
<td>$640,398</td>
<td>$688,303</td>
<td>$47,905</td>
<td>$1,832,892</td>
<td>$1,190,076</td>
<td>$(642,216)</td>
<td>$2,028,693 (317%)</td>
<td>- (0%)</td>
<td>$(2,028,693)</td>
</tr>
<tr>
<td>Transfer In Staff Parking</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$0</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$0</td>
<td>$10,000 (100%)</td>
<td>$0 (0%)</td>
<td>$(10,000)</td>
</tr>
<tr>
<td>Total Local Revenues</td>
<td>$27,662,282</td>
<td>$27,311,680</td>
<td>$340,602</td>
<td>$25,250,407</td>
<td>$25,325,766</td>
<td>$(55,361)</td>
<td>$26,448,793 (97%)</td>
<td>$27,025,339 (100%)</td>
<td>$(573,589)</td>
</tr>
<tr>
<td>Other Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Transfers In)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer In - Bookstore</td>
<td>$175,000</td>
<td>$175,000</td>
<td>$(175,000)</td>
<td>$175,000</td>
<td>$175,000</td>
<td>$(175,000)</td>
<td>$175,000 (0%)</td>
<td>$175,000 (0%)</td>
<td>$(175,000)</td>
</tr>
<tr>
<td>Transfers In</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Board Reserve</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Revenue Suspense</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Other Revenues</td>
<td>$175,000</td>
<td>$175,000</td>
<td>$(175,000)</td>
<td>$175,000</td>
<td>$175,000</td>
<td>$(175,000)</td>
<td>$175,000 (0%)</td>
<td>$175,000 (0%)</td>
<td>$(175,000)</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$90,280,127</td>
<td>$88,191,888</td>
<td>$(5,088,239)</td>
<td>$97,307,519</td>
<td>$91,147,619</td>
<td>$(6,159,901)</td>
<td>$78,601,942 (66,152,970)</td>
<td>$73,496,446</td>
<td>$(3,146,446)</td>
</tr>
</tbody>
</table>
### SOUTHWESTERN COLLEGE

**COMPARATIVE STATEMENT OF EXPENSES**

General Fund - Unrestricted/Restricted (Combined)

**REPORT ENDING**

May 31, 2012

### General Fund - Combined Expenses

<table>
<thead>
<tr>
<th>Expenses</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11 % of Budget</th>
<th>2011-12 % of Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Salaries - Contract</td>
<td>$18,333,679</td>
<td>$17,071,467</td>
<td>($1,262,212)</td>
<td>$18,631,970</td>
<td>$16,680,417</td>
<td>($1,951,553)</td>
<td>99%</td>
<td>98%</td>
<td>($1,410,014)</td>
</tr>
<tr>
<td>Academic/Non Instructional Contract Salaries</td>
<td>$7,087,549</td>
<td>$6,607,547</td>
<td>($479,802)</td>
<td>$7,262,654</td>
<td>$7,010,636</td>
<td>($252,018)</td>
<td>99%</td>
<td>99%</td>
<td>($252,018)</td>
</tr>
<tr>
<td>Academic Salaries - Hourly</td>
<td>$12,604,969</td>
<td>$12,644,010</td>
<td>$39,041</td>
<td>$12,692,384</td>
<td>$12,690,675</td>
<td>($1,709)</td>
<td>92%</td>
<td>93%</td>
<td>($1,709)</td>
</tr>
<tr>
<td>Academic/Non Inst Salaries - Hourly</td>
<td>$1,276,400</td>
<td>$1,224,975</td>
<td>($51,426)</td>
<td>$1,561,791</td>
<td>$1,186,717</td>
<td>($375,074)</td>
<td>109%</td>
<td>97%</td>
<td>($375,074)</td>
</tr>
<tr>
<td>Classified Salaries - Contract</td>
<td>$20,270,095</td>
<td>$19,991,221</td>
<td>($278,874)</td>
<td>$21,702,444</td>
<td>$21,090,722</td>
<td>($611,722)</td>
<td>92%</td>
<td>91%</td>
<td>($611,722)</td>
</tr>
<tr>
<td>Classified Non-Instructional Hourly</td>
<td>$2,037,685</td>
<td>$2,288,146</td>
<td>$255,462</td>
<td>$3,105,300</td>
<td>$2,139,180</td>
<td>($966,120)</td>
<td>100%</td>
<td>93%</td>
<td>($966,120)</td>
</tr>
<tr>
<td>Classified Instructional Hourly</td>
<td>$808,560</td>
<td>$699,579</td>
<td>($108,981)</td>
<td>$1,053,685</td>
<td>$853,137</td>
<td>($200,548)</td>
<td>81%</td>
<td>85%</td>
<td>($200,548)</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$14,575,956</td>
<td>$14,783,552</td>
<td>$207,596</td>
<td>$15,481,297</td>
<td>$15,245,806</td>
<td>($235,491)</td>
<td>95%</td>
<td>98%</td>
<td>($235,491)</td>
</tr>
<tr>
<td>Text Books</td>
<td>$26,570</td>
<td>$25,070</td>
<td>($1,500)</td>
<td>$25,692</td>
<td>$25,165</td>
<td>($527)</td>
<td>100%</td>
<td>98%</td>
<td>($527)</td>
</tr>
<tr>
<td>Books or Manuals</td>
<td>$63,472</td>
<td>$40,407</td>
<td>($23,065)</td>
<td>$74,283</td>
<td>$24,748</td>
<td>($49,535)</td>
<td>100%</td>
<td>93%</td>
<td>($49,535)</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>$1,442,038</td>
<td>$1,234,071</td>
<td>($207,967)</td>
<td>$1,653,298</td>
<td>$1,540,232</td>
<td>($113,066)</td>
<td>81%</td>
<td>89%</td>
<td>($113,066)</td>
</tr>
<tr>
<td>Miscellaneous Operating Expenses</td>
<td>$285,287</td>
<td>$420,426</td>
<td>$135,139</td>
<td>$992,404</td>
<td>$1,375,457</td>
<td>$383,053</td>
<td>209%</td>
<td>279%</td>
<td>$383,053</td>
</tr>
<tr>
<td>Printing &amp; Other</td>
<td>$501,420</td>
<td>$551,800</td>
<td>($50,380)</td>
<td>$726,658</td>
<td>$587,941</td>
<td>($138,717)</td>
<td>77%</td>
<td>67%</td>
<td>($138,717)</td>
</tr>
<tr>
<td>Merchant Write-Offs</td>
<td>$26,559</td>
<td>$26,638</td>
<td>$799</td>
<td>$23,488</td>
<td>$29,532</td>
<td>$6,044</td>
<td>100%</td>
<td>98%</td>
<td>($6,044)</td>
</tr>
<tr>
<td>Supplies</td>
<td>$310,601</td>
<td>$102,701</td>
<td>($207,900)</td>
<td>$256,300</td>
<td>$269,375</td>
<td>$13,075</td>
<td>100%</td>
<td>100%</td>
<td>$13,075</td>
</tr>
<tr>
<td>Contract Services</td>
<td>$2,005,903</td>
<td>$1,866,815</td>
<td>($139,088)</td>
<td>$3,228,866</td>
<td>$3,517,579</td>
<td>$288,713</td>
<td>99%</td>
<td>100%</td>
<td>$288,713</td>
</tr>
<tr>
<td>Classified Travel</td>
<td>$719,762</td>
<td>$538,647</td>
<td>($181,115)</td>
<td>$912,470</td>
<td>$653,254</td>
<td>($259,216)</td>
<td>100%</td>
<td>95%</td>
<td>($259,216)</td>
</tr>
<tr>
<td>Dues Memberships</td>
<td>$147,519</td>
<td>$141,489</td>
<td>($6,030)</td>
<td>$174,664</td>
<td>$167,586</td>
<td>($7,078)</td>
<td>100%</td>
<td>98%</td>
<td>($7,078)</td>
</tr>
</tbody>
</table>

**May 2010-11/2011-12**
# SOUTHWESTERN COLLEGE

**COMPARATIVE STATEMENT OF EXPENSES**

General Fund - Unrestricted/Restricted (Combined)

**REPORT ENDING**

May 31, 2012

## General Fund - Combined Expenses

<table>
<thead>
<tr>
<th>Expenses</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Variance</th>
<th>% of 2010-11 Budget</th>
<th>% of 2011-12 Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>$956,831</td>
<td>$995,441</td>
<td>$38,610</td>
<td>$1,011,331</td>
<td>$949,461</td>
<td>$(61,870)</td>
<td>104%</td>
<td>99%</td>
<td>(78,210)</td>
</tr>
<tr>
<td>Phone Costs/Utilities</td>
<td>$2,780,014</td>
<td>$2,376,578</td>
<td>$(403,436)</td>
<td>$2,750,378</td>
<td>$2,398,104</td>
<td>$(352,274)</td>
<td>74%</td>
<td>80%</td>
<td>(172,344)</td>
</tr>
<tr>
<td>Maintenance Contracts</td>
<td>$3,138,832</td>
<td>$2,965,756</td>
<td>$(173,076)</td>
<td>$3,174,255</td>
<td>$2,871,273</td>
<td>$(302,982)</td>
<td>96%</td>
<td>95%</td>
<td>(36,739)</td>
</tr>
<tr>
<td>Employee Adds/Litigation</td>
<td>$527,249</td>
<td>$604,500</td>
<td>$77,251</td>
<td>$706,688</td>
<td>$788,144</td>
<td>$81,456</td>
<td>100%</td>
<td>104%</td>
<td>(78,584)</td>
</tr>
<tr>
<td>Postage</td>
<td>$578,093</td>
<td>$528,822</td>
<td>$(49,271)</td>
<td>$527,164</td>
<td>$357,730</td>
<td>$(169,434)</td>
<td>73%</td>
<td>73%</td>
<td>(7,234)</td>
</tr>
<tr>
<td>Other Operating Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Indirect and Other</td>
<td>$102,386</td>
<td>$(48,227)</td>
<td>$(150,613)</td>
<td>$219,732</td>
<td>$138,773</td>
<td>$(80,959)</td>
<td>49%</td>
<td>51%</td>
<td>(39,955)</td>
</tr>
<tr>
<td>Sites and Site Improvement</td>
<td>$55,130</td>
<td>-</td>
<td>$(55,130)</td>
<td>$64,130</td>
<td>-</td>
<td>$(64,130)</td>
<td>46%</td>
<td>-</td>
<td>(64,130)</td>
</tr>
<tr>
<td>Buildings</td>
<td>$92,841</td>
<td>-</td>
<td>$(92,841)</td>
<td>$92,841</td>
<td>-</td>
<td>$(92,841)</td>
<td>98%</td>
<td>-</td>
<td>$(92,841)</td>
</tr>
<tr>
<td>Books &amp; Book Abatement</td>
<td>$76,997</td>
<td>$4,025</td>
<td>$(72,972)</td>
<td>$75,172</td>
<td>$77,372</td>
<td>$2,200</td>
<td>100%</td>
<td>103%</td>
<td>(3,200)</td>
</tr>
<tr>
<td>Equipment</td>
<td>$1,223,976</td>
<td>$92,757</td>
<td>$(1,131,219)</td>
<td>$1,004,792</td>
<td>$314,639</td>
<td>$(690,153)</td>
<td>100%</td>
<td>31%</td>
<td>(1,295,132)</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>$100,000</td>
<td>$100,000</td>
<td>0</td>
<td>$100,000</td>
<td>$100,000</td>
<td>0</td>
<td>100%</td>
<td>100%</td>
<td>0</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>$216,000</td>
<td>$250,000</td>
<td>$34,000</td>
<td>$216,000</td>
<td>$250,000</td>
<td>$34,000</td>
<td>100%</td>
<td>100%</td>
<td>0</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>$10,063</td>
<td>$10,919</td>
<td>$856</td>
<td>$10,063</td>
<td>$10,919</td>
<td>$856</td>
<td>100%</td>
<td>101%</td>
<td>0</td>
</tr>
<tr>
<td>Other Payments to Students</td>
<td>$553,226</td>
<td>$695,862</td>
<td>$142,636</td>
<td>$810,667</td>
<td>$773,312</td>
<td>$(37,355)</td>
<td>100%</td>
<td>100%</td>
<td>(3,355)</td>
</tr>
<tr>
<td>Golden Handshake</td>
<td>$749,589</td>
<td>$1,588,924</td>
<td>$839,335</td>
<td>$359,091</td>
<td>$304,043</td>
<td>$(55,048)</td>
<td>146%</td>
<td>146%</td>
<td>(1,380)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$9,464,649</td>
<td>$9,019,898</td>
<td>$(424,751)</td>
<td>$10,132,401</td>
<td>$9,147,619</td>
<td>$(984,782)</td>
<td>97%</td>
<td>98%</td>
<td>(8,704)</td>
</tr>
<tr>
<td></td>
<td>July</td>
<td>August</td>
<td>September</td>
<td>October</td>
<td>November</td>
<td>December</td>
<td>January</td>
<td>February</td>
<td>March</td>
</tr>
<tr>
<td>----------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Beginning Cash</td>
<td>$5,614,228</td>
<td>$12,803,282</td>
<td>$13,123,547</td>
<td>$10,859,542</td>
<td>$13,034,737</td>
<td>$12,549,246</td>
<td>$12,871,793</td>
<td>$11,710,005</td>
<td>$5,216,297</td>
</tr>
<tr>
<td>Deposits</td>
<td>$15,009,234</td>
<td>$9,518,913</td>
<td>$6,697,577</td>
<td>$10,955,963</td>
<td>$7,694,494</td>
<td>$8,486,088</td>
<td>$7,111,305</td>
<td>$1,721,473</td>
<td>$10,771,687</td>
</tr>
<tr>
<td>Cash Available</td>
<td>$20,713,462</td>
<td>$22,322,195</td>
<td>$19,821,123</td>
<td>$21,815,506</td>
<td>$20,739,231</td>
<td>$21,035,335</td>
<td>$19,983,098</td>
<td>$13,431,478</td>
<td>$15,087,984</td>
</tr>
<tr>
<td>Expenditures</td>
<td>$(7,910,181)</td>
<td>$(9,198,649)</td>
<td>$(5,961,581)</td>
<td>$(8,780,768)</td>
<td>$(8,179,983)</td>
<td>$(8,469,542)</td>
<td>$(8,273,097)</td>
<td>$(8,215,181)</td>
<td>$(8,099,886)</td>
</tr>
<tr>
<td>Month Ending Balance</td>
<td>$12,803,282</td>
<td>$13,123,547</td>
<td>$10,859,542</td>
<td>$13,034,737</td>
<td>$12,549,246</td>
<td>$12,871,793</td>
<td>$11,710,005</td>
<td>$5,216,297</td>
<td>$7,088,099</td>
</tr>
<tr>
<td>Cash Reserve</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
<td>$5,709,151</td>
</tr>
<tr>
<td>Month Ending Balance</td>
<td>$18,512,433</td>
<td>$18,822,698</td>
<td>$16,568,693</td>
<td>$18,743,888</td>
<td>$18,258,397</td>
<td>$18,800,944</td>
<td>$17,419,156</td>
<td>$10,925,448</td>
<td>$12,797,250</td>
</tr>
</tbody>
</table>

Cash Flows:

Cash flows reflect the amount of cash received and spent by the district. Revenues are classified as either general or special funds. Expenses are classified as either general or special funds. Cash flows are reported on a monthly basis. The year-to-date amounts represent the sum of the monthly amounts.
<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>41</td>
<td>Revenue Generating Ideas</td>
<td>Nish</td>
<td>6-13-12 Board request for monthly progress report of revenue generating ideas.</td>
<td>Completed: The requested information will be provided to the Board on a monthly basis.</td>
</tr>
<tr>
<td>40</td>
<td>Independent Contractor Agreement Form</td>
<td>Nish</td>
<td>5-9-12 Board inquiry as to when the Independent Contractor Agreement form was last updated.</td>
<td>Completed: The requested information was provided to the Board via email on May 18, 2012.</td>
</tr>
<tr>
<td>39</td>
<td>Legislative Information</td>
<td>Nish</td>
<td>5-9-12 Board request for current legislative information.</td>
<td>Completed: The requested information will be provided to the Board by the Chief Public Information &amp; Government Relations Officer via the Superintendent/President.</td>
</tr>
<tr>
<td>38</td>
<td>Summer Session Schedule</td>
<td>Tyner</td>
<td>5-9-12 Board inquiry for a copy of the complete information that was summarized during Interim VP Tyner’s report.</td>
<td>Completed: The requested information was provided to the Board via email on June 19, 2012.</td>
</tr>
<tr>
<td>37</td>
<td>HEC, NC Project</td>
<td>Brahmbhatt</td>
<td>4-25-12 Board request for a presentation on the HEC, NC and its secondary effects.</td>
<td>Completed: The requested information will be provided at the July 11, 2012 Board meeting.</td>
</tr>
<tr>
<td>36</td>
<td>Synthetic Field</td>
<td>Brahmbhatt</td>
<td>4-25-12 Board request for more information regarding use of synthetic fields.</td>
<td>Completed: Information provided at May 9, 2012 Board Meeting.</td>
</tr>
<tr>
<td>35</td>
<td>Resolution Supporting Governor’s Joint Tax Initiative</td>
<td>Nish</td>
<td>4-11-12 Board request for the resolution to be placed on the May 9 Board agenda.</td>
<td>Completed: The requested item was on the May 9, 2012 Board Meeting agenda.</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>34</td>
<td>Summer Session Schedule</td>
<td>Tyner</td>
<td>4-11-12</td>
<td>Completed: The requested information was summarized at the May 9, 2012 Board Meeting.</td>
</tr>
<tr>
<td>33</td>
<td>Focused Special Review and Internal Analysis</td>
<td>Brahmbhatt</td>
<td>3-14-12</td>
<td>Completed: March 15, 2012.</td>
</tr>
<tr>
<td>32</td>
<td>Civic Center Policy</td>
<td>Brahmbhatt</td>
<td>3-14-12</td>
<td>Completed: Under SCC review. Slated to be presented at August 8, 2012 Board meeting for first reading.</td>
</tr>
<tr>
<td>31</td>
<td>Policy No. 2020 Campaign Contributions 2nd Reading</td>
<td>Quarles</td>
<td>3-14-12</td>
<td>Completed: The Policy Committee reviewed and discussed at the June 27, 2012 meeting. Revision will be presented for first reading at July 11, 2012 Board meeting.</td>
</tr>
<tr>
<td>30</td>
<td>Campus Police</td>
<td>Brahmbhatt</td>
<td>3-14-12</td>
<td>Pending: The requested information will be provided at a future Board meeting.</td>
</tr>
<tr>
<td>29</td>
<td>Prop R Funds</td>
<td>Brahmbhatt</td>
<td>3-14-12</td>
<td>Completed.</td>
</tr>
<tr>
<td>28</td>
<td>Policy No. 2020 Campaign Contributions 1st Reading</td>
<td>Nish</td>
<td>2-8-12</td>
<td>Completed: The requested information was provided to the Board March 8, 2012.</td>
</tr>
</tbody>
</table>

### April (continued)

### March

### February
### January

<table>
<thead>
<tr>
<th>#</th>
<th>Request Title</th>
<th>Requester</th>
<th>Date</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Process for Contract Procurement</td>
<td>Brahmbhatt</td>
<td>1-25-12</td>
<td>Board request for a Board workshop on the process for contract procurement.</td>
<td>Completed: The requested information was provided at the February 22, 2012 meeting.</td>
</tr>
<tr>
<td>26</td>
<td>Campaign Contributions</td>
<td>Quarles</td>
<td>1-11-12</td>
<td>Board request for the Policy Committee to consider a policy regarding campaign contributions.</td>
<td>Completed: Policy Committee met and discussed. A draft policy was provided at the February 8, 2012 meeting. Policy adopted at the March 14, 2012 meeting.</td>
</tr>
<tr>
<td>25</td>
<td>Email for Students</td>
<td>Nish</td>
<td>1-11-12</td>
<td>Board request to look into the possibility of college email accounts for students.</td>
<td>Completed: Technical presentation provided at May 9, 2012 Board Meeting.</td>
</tr>
<tr>
<td>23</td>
<td>Consultant to facilitate Board study session re:</td>
<td>Nish</td>
<td>1-11-12</td>
<td>Board request for staff to recommend and consider an alternative consultant/facilitator.</td>
<td>Completed: Presentation at the April 21 Special Governing Board Meeting.</td>
</tr>
<tr>
<td></td>
<td>Project Labor Agreements.</td>
<td></td>
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</tbody>
</table>

### December

<table>
<thead>
<tr>
<th>#</th>
<th>Request Title</th>
<th>Requester</th>
<th>Date</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Agreements with law firms for legal assistance.</td>
<td>Quarles</td>
<td>12-14-11</td>
<td>Board request for the Policy Committee to consider the process for adding to the list of law firms.</td>
<td>Completed: Policy Committee has reviewed and considered. The first reading was on the May 9, 2012 Board Meeting. Policy approved at the June 13, 2012 Board Meeting.</td>
</tr>
<tr>
<td>21</td>
<td>Donovan Services</td>
<td>Brahmbhatt</td>
<td>12-14-11</td>
<td>Board request to provide comparison of cost and service between Donovan Services and PWI.</td>
<td>Completed: The requested information was provided to the Board March 9, 2012.</td>
</tr>
<tr>
<td>20</td>
<td>Mayan Hall</td>
<td>Brahmbhatt</td>
<td>12-14-11</td>
<td>Board request for assessment of the needs for Mayan Hall.</td>
<td>Completed: The requested information was provided to the Board March 9, 2012.</td>
</tr>
</tbody>
</table>

### November

<table>
<thead>
<tr>
<th>#</th>
<th>Request Title</th>
<th>Requester</th>
<th>Date</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Annual Agenda item for law firms including</td>
<td>Whittaker</td>
<td>11-9-11</td>
<td>Board request for the items to begin with the December 2011 meeting.</td>
<td>Completed: This will take effect beginning with the December 14, 2011 meeting.</td>
</tr>
<tr>
<td>#</td>
<td>Item</td>
<td>Person Responsible</td>
<td>GB Meeting/Comment</td>
<td>Status</td>
<td></td>
</tr>
<tr>
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<td>------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>18.</td>
<td>AB795 Authorizes community college districts to enforce smoking regulations through citations and fines.</td>
<td>Whittaker</td>
<td>10-26-11 Board request for bill for review.</td>
<td><strong>Completed:</strong> Distributed to Board via courier on December 9, 2011.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>AB620 Protections for LGBT students, faculty and staff.</td>
<td>Whittaker</td>
<td>10-26-11 Board request for bill for review.</td>
<td><strong>Completed:</strong> Distributed to Board via courier on December 9, 2011.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>SB8 Creates public access to records of community college auxiliary organizations.</td>
<td>Whittaker</td>
<td>10-26-11 Board request for bill for review.</td>
<td><strong>Completed:</strong> Distributed to Board via courier on December 9, 2011.</td>
<td></td>
</tr>
</tbody>
</table>

**October**

**September**

<p>| 15. | Governing Board Follow-Up Items Log                                  | Whittaker          | 9-14-11 Board request for the items to begin with the July 2011 meeting. | <strong>Completed:</strong> This will take effect beginning with the October 12, 2011 meeting. |
| 14. | Board Goals                                                          | Whittaker          | 9-14-11 Board request for Board goals.                                    | <strong>Completed:</strong> The Board goals were reviewed at the February 22, 2012 meeting. |
| 13. | Privacy Rights                                                       | Nish               | 9-14-11 Board request to check public records for privacy rights to be part of the policy and bring procedures for 2nd reading. | <strong>Pending:</strong> The requested information will be provided at the September 12, 2012 Board meeting. |
| 12. | Chief Marketing, Communication, Community &amp; Gov. Relations Officer  | Whittaker          | 9-14-11 Requested by Nader to provide a status report of the job duties.  | <strong>Completed:</strong> The requested information was provided at the October 12, 2011 meeting. |
| 11. | Vocus, Inc.                                                          | Leopold            | 9-14-11 Requested by Nader to provide regular reports to the Board.      | <strong>Completed:</strong> The requested information was provided to the Board via email on July 5, 2012. |
| 10. | Seville, Inc., Agreement                                             | Temple             | 9-14-11 Requested by Hernandez to explore other alternatives and the impact that would have. | <strong>Completed:</strong> The Board took action to direct legal counsel and staff to sever the contractual relationship with Seville at the January 25, 2012 meeting. |</p>
<table>
<thead>
<tr>
<th>September (continued)</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Completed:</strong> The requested information was provided at the May 23, 2012 Special Board meeting.</td>
</tr>
<tr>
<td>8. Budget Policy</td>
<td>Temple</td>
<td>9-14-11</td>
<td>Requested by Nader a policy for direct budget adjustments.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Completed:</strong> The requested information was provided at the June 20, 2012 Special Board meeting.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Completed:</strong> The requested information will be provided at each regular monthly Governing Board meeting.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>August</th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>6. IT Priorities</td>
<td>Seaberry</td>
<td>8-24-11</td>
<td>Requested by Nader a list of institutional technology priorities.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Completed:</strong> Institutional Technology priorities were provided to the Governing Board at the September 14, 2011 meeting.</td>
</tr>
<tr>
<td>5. List of Priorities and the</td>
<td>Whittaker</td>
<td>8-24-11</td>
<td>Board request for list of one time and on-going priorities.</td>
</tr>
<tr>
<td>Master Prioritization List</td>
<td></td>
<td></td>
<td><strong>Completed:</strong> The institutional master list of priorities, the on-going priority list, and the one-time priority list were provided to the Governing Board at the September 14, 2011 meeting.</td>
</tr>
<tr>
<td>numbers</td>
<td></td>
<td></td>
<td><strong>Completed:</strong> The requested information was provided at the September 14, 2011 Governing Board meeting.</td>
</tr>
<tr>
<td>3. HR Report of Vacancies and</td>
<td>Quarles</td>
<td>8-24-11</td>
<td>Board request for a report.</td>
</tr>
<tr>
<td>Eliminated Positions</td>
<td></td>
<td></td>
<td><strong>Completed:</strong> The requested information was provided at the September 14, 2011 Governing Board meeting.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Completed:</strong> The requested information was provided at the September 14, 2011 Governing Board meeting.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>July</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1. None for July.</td>
<td></td>
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</tr>
</tbody>
</table>
