SUGGESTED ORDER OF BUSINESS

REGULAR MEETING, GOVERNING BOARD
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

SOUTHWESTERN COLLEGE HIGHER EDUCATION CENTER AT OTAY MESA, ROOM 4500
8100 GIGANTIC STREET, SAN DIEGO, CA 92154

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
CLAUDIA DURAN, 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, January 11, 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.

<table>
<thead>
<tr>
<th>ITEM</th>
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</thead>
<tbody>
<tr>
<td>Call to Order</td>
</tr>
<tr>
<td>1. CALL TO ORDER</td>
</tr>
<tr>
<td>(Hernandez)</td>
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<tr>
<td>6:15 p.m., Room 4500</td>
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<tr>
<td>Present:</td>
</tr>
<tr>
<td>Absent:</td>
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<tr>
<td>Announcement Closed Session Agenda</td>
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<td>2. ANNOUNCEMENT OF CLOSED SESSION AGENDA</td>
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<tr>
<td>(Hernandez)</td>
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<tr>
<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>
</tr>
<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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<tr>
<td>Employee Organizations: CSEA, SCEA, SCCDA, Confidentials</td>
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<tr>
<td>2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE</td>
</tr>
<tr>
<td>Government Code Section 54957</td>
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</tbody>
</table>
ITEM

2C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9
   Superior Court Case No. 37-2011-00099248-CU-WM-CTL

2D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Government Code Section 54956.9(b)
   Number of potential cases (2)

Closed Session

3. ADJOURN TO CLOSED SESSION
   (Hernandez)
   Room 4409

Reconvene in Open Session

4. RECONVENE IN OPEN SESSION
   (Hernandez)
   7:00 p.m., Room 4500
   Present:
   Absent:

Pledge of Allegiance

5. PLEDGE OF ALLEGIANCE
   (Hernandez)

Closed Session Announcement

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

Approval of Minutes

7. APPROVAL OF MINUTES (ENCLOSURE)
   (Nish)

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

8. PRESENTATION(S)

   FACULTY RECOGNITION AWARDS
   Presenters: Kathy Tyner, Interim Vice President for Academic Affairs &
               Angelina E. Stuart, Academic Senate President
   Full-Time Teaching Excellence: Dr. Chris Hayashi
                                  School of Social & Behavioral Sciences
   Part-Time Teaching Excellence: Dr. Sylvia Garcia-Navarrete
                                  School of Language & Literature
   Full-Time Faculty Leadership: Dr. Nouna Bakhiet
                                School of Mathematics, Science & Engineering
   Part-Time Faculty Leadership: Veronica Gerace
                                School of Arts & Communication
   Team Award: TELA (The Exponential Learning Academy)
               Janelle Williams, Henry Aronson, Jeffery Bucholtz
               Schools of Counseling & Personal Development,
               Language & Literature and
               Arts & Communication, respectively
**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."

**Public Hearing**

10. **SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION’S (S.C.E.A.’S) AND SOUTHWESTERN COMMUNITY COLLEGE DISTRICT’S JOINT REQUEST TO NEGOTIATE (ENCLOSURE)**

(Quarles)

Public Hearing of Southwestern College Education Association’s and Southwestern Community College District’s joint initial proposal for negotiations which was "sunshined" on December 14, 2011. [Government Code 3547].

**Action**

11. **ADOPT SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION’S (S.C.E.A.’S) AND SOUTHWESTERN COMMUNITY COLLEGE DISTRICT’S JOINT INITIAL PROPOSAL FOR NEGOTIATIONS (ENCLOSURE)**

(Quarles)

Adopt Southwestern College Education Association’s and Southwestern Community College District’s joint initial proposal for negotiations. [Government Code 3547].

**Recusal from Agenda Items**

12. **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**

13. **ACADEMIC SENATE REPORT**

(Hernandez)

PROFESSOR ANGELINA E. STUART, PRESIDENT, ACADEMIC SENATE

**Union/Association Reports**

14. **UNION/ASSOCIATION REPORTS**

(Hernandez)

14A. PROFESSOR ANDREW MACNEILL, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)

14B. BRUCE MACNINTCH, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

14C. AARON STARCK, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)

**ASO Report**

15. **ASSOCIATED STUDENT ORGANIZATION (ASO) REPORT**

(Hernandez)

15A. CANDY ARIAS, ASO EXECUTIVE VICE PRESIDENT

15B. TAMEIKA GUERRERO, ASO VICE PRESIDENT FOR CLUB AFFAIRS

15B1. American Medical Student Association (AMSA)
16. APPROVE CONSENT CALENDAR (ITEMS A THROUGH F)

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

16A. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)

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>(Suarez) Financial Aid</td>
<td>Jonasson Frank</td>
<td>Conduct Financial Aid Workshops</td>
<td>1/12/12-2/20/12</td>
<td>Not to exceed $2,000</td>
</tr>
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<td></td>
<td></td>
<td>(Agreement No. A3419.12)</td>
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</tr>
<tr>
<td>(Nish) Superintendent/President</td>
<td>Bergman Dacey</td>
<td>Facilitate Governing Board Study Session Re Project Labor Agreements</td>
<td>1/25/12</td>
<td>Not to exceed $2,500</td>
</tr>
</tbody>
</table>

16B. RATIFY/APPROVE FILING OF APPLICATION(S)

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

CA Department of Boating and Waterways, “The Aquatic Center Grant Program”, in the amount of $42,000, February 1, 2012 through January 31, 2013.


16C. RATIFY/APPROVE ACCEPTANCE OF FUNDS

Recommend ratification/approval of funds as listed below:

Department of Housing and Urban Development, “Entrepreneurial Training for Home-Based Childcare Businesses”. No cost extension of grant performance period from September 10, 2011 to September 10, 2012. This application was approved by the Governing Board on August 13, 2008.

Chancellor’s Office, California Community Colleges, “Centers for International Trade Development”. No Cost Extension of grant performance period from June 30, 2011 to June 30, 2012. This application was approved by the Governing Board on February 10, 2010.

U.S. Small Business Administration (OSBDC), “CY 2012 SBA-SBDC Renewal Grant”, in the amount of $1,031,137, January 1, 2012 through December 31, 2012. This application was approved by the Governing Board on September 14, 2011.

United States Department of Justice, “Bulletproof Vest Partnership (BVP)”, in the amount of $2,774, April 14, 2009 through August 31, 2012. This application was approved by the Governing Board on October 12, 2011.
ITEM 16D. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)

Recommend approval of listed purchase orders:

General Fund No. 108441; 205225; 205254; 205539; 205263

ITEM 16E. PAYMENT OF BILLS - NOVEMBER 1-30, 2011 (ENCLOSURE)

ITEM 16F. NONRESIDENT PER UNIT TUITION FEE FOR FISCAL YEAR 2012-2013 (ENCLOSURE)

Recommend establishment of the Nonresident Per Unit Tuition Fee for FY 2012-2013, at an amount of $190 per unit, effective with the FY 2012-2013 summer session, in accordance with Education Code Section 76140.
### Action

**17. HUMAN RESOURCES – ACADEMIC (ITEMS A THROUGH B)**

(Quarles)

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<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>Peraza</th>
<th>Roesch</th>
<th>Valladolid</th>
<th>Duran</th>
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<tr>
<th>ITEM</th>
<th>ACTION</th>
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<tbody>
<tr>
<td>17A.</td>
<td>EMPLOYMENT OF FACULTY (ENCLOSURE)</td>
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</table>

Request ratification 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>
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<tbody>
<tr>
<td>John Pickelle</td>
<td>Assistant Professor of Photography (Digital Imaging)</td>
<td>School of Arts &amp; Communication</td>
<td>10</td>
<td>I-1</td>
<td>$4,805.80</td>
<td>$48,058.00</td>
<td>1/6/12</td>
</tr>
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| 17B. | ACADEMIC TRANSACTIONS (ENCLOSURE) |

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

### Action

**18. HUMAN RESOURCES – CLASSIFIED (ITEMS A THROUGH E)**

(Quarles)

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<th>Hernandez</th>
<th>Nader</th>
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<th>Valladolid</th>
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<tr>
<th>ITEM</th>
<th>ACTION</th>
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<tbody>
<tr>
<td>18A.</td>
<td>EMPLOYMENT OF CLASSIFIED PERSONNEL</td>
</tr>
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</table>

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>
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</thead>
<tbody>
<tr>
<td>Maria Bautista</td>
<td>Grant Writer</td>
<td>Institutional Research, Grants &amp; Planning</td>
<td>12 months/1.0 FTE</td>
<td>Range 31/Step 1</td>
<td>$4,735.00</td>
<td>1/12/12</td>
</tr>
</tbody>
</table>

| 18B. | CLASSIFIED TRANSACTIONS (ENCLOSURE) |

Recommend approval of classified transactions. Transactions include notification of emergency assignments and short-term non-academic hourly assignments.
## 18C. APPROVE/RATIFY CHANGE(S) IN CONTRACT SERVICE

Recommend approval/ratification 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>To Position</th>
<th>Months Service</th>
<th>Range/Step</th>
<th>Monthly Salary</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>Dolores Duenas</td>
<td>Clerical Assistant II</td>
<td>11 months/1.0 FTE</td>
<td>Range 11/*Step 6</td>
<td>$3,513.00</td>
<td>EOPS Technician</td>
<td>12 months/1.0 FTE</td>
<td>Range 21/*Step 1</td>
<td>$3,697.00</td>
<td>1/12/12</td>
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<td>Student Activities</td>
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<tr>
<td>Maria Esquivel-Torres</td>
<td>Clerical Assistant II</td>
<td>9 months/.40 FTE</td>
<td>Range 10/Step 1</td>
<td>$1,126.80</td>
<td>Clerical Assistant II</td>
<td>10 months/.60 FTE</td>
<td>Range 10/Step 1</td>
<td>$1,690.20</td>
<td>9/19/11</td>
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<td>Academic Success Center</td>
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<tr>
<td>Alfredo Farah</td>
<td>Human Resources Technical Assistant Confidential</td>
<td>12 months/1.0 FTE</td>
<td>Range 23/*Step 3</td>
<td>$4,202.00 (Classified Bargaining Unit Salary Schedule)</td>
<td>Human Resources Clerical Assistant Confidential</td>
<td>12 months/1.0 FTE</td>
<td>Range 4/*Step 6</td>
<td>$4,425.00 (Classified Confidential Salary Schedule)</td>
<td>1/12/12</td>
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<td>Human Resources</td>
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<tr>
<td>Patricia Hiebert</td>
<td>Clerical Assistant II</td>
<td>10 months/.475 FTE</td>
<td>Range 11/*Step 4</td>
<td>$1,543.75</td>
<td>Clerical Assistant II</td>
<td>11 months/.70 FTE</td>
<td>Range 11/*Step 4</td>
<td>$2,275.00</td>
<td>9/19/11</td>
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<td>Academic Success Center</td>
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<td>Angela Islas</td>
<td>Clerical Assistant III</td>
<td>12 months/1.0 FTE</td>
<td>Range 16/*Step 6</td>
<td>$3,976.00</td>
<td>Administrative Secretary I</td>
<td>12 months/1.0 FTE</td>
<td>Range 19/*Step 6</td>
<td>$4,283.00</td>
<td>1/12/12</td>
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<td>Academic Affairs</td>
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<tr>
<td>Jenny Marasigan</td>
<td>Senior Project Clerk-ASO</td>
<td>12 months/1.0 FTE</td>
<td>Range 14/*Step 6</td>
<td>$3,785.00</td>
<td>Administrative Secretary I</td>
<td>12 months/1.0 FTE</td>
<td>Range 17/*Step 6</td>
<td>$4,077.00</td>
<td>1/12/12</td>
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<td>Student Activities</td>
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<tr>
<td>Yolanda Puentes</td>
<td>Clerical Assistant II</td>
<td>9 months/.35 FTE</td>
<td>Range 10/Step 1</td>
<td>$985.95</td>
<td>Clerical Assistant II</td>
<td>10 months/.55 FTE</td>
<td>Range 10/Step 1</td>
<td>$1,549.35</td>
<td>9/19/11</td>
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<td>Academic Success Center</td>
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*Includes 1 range for Educational Incentive.
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<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>Lynda Ware</td>
<td>Project Clerk-BSI</td>
<td>11 months/0.50 FTE</td>
<td>Range 10/Step 2</td>
<td>$1,465.50</td>
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<td>Counseling &amp; Matriculation</td>
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<td></td>
<td>Clerical Assistant III</td>
<td>12 months/1.0 FTE</td>
<td>Range 13/Step 1</td>
<td>$3,036.00</td>
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18D. **39-MONTH LIST STATUS**

Request approval to reinstate the following employee to regular employment status as indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wanda Maxwell</td>
<td>Transfer Center Specialist</td>
<td>Transfer Center</td>
</tr>
</tbody>
</table>

18E. **RATIFY RESIGNATIONS/RETIREMENTS**

Recommend ratification of resignation/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>Craig Moffat</td>
<td>Student Activities Coordinator</td>
<td>12/30/11</td>
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<tr>
<td>(retirement)</td>
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ITEM

19. RATIFICATION / APPROVAL OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH B)

<table>
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<tr>
<th></th>
<th>Hernandez</th>
<th>Nader</th>
<th>Peraza</th>
<th>Roesch</th>
<th>Valladolid</th>
<th>Duran</th>
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<tr>
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<td>Student Advisory Vote</td>
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19A. RATIFICATION OF AGREEMENTS

19A1. Amendment No. 8 to Agreement with Echo Pacific Construction, Inc. (ENCLOSURE)

(Brahmbhatt)

Ratify Amendment No. 8 to Agreement No. A2948.10 with Echo Pacific Construction, Inc., for additional construction management at risk services related to Building 570/510 Modernization, for the period April 15, 2010 to December 31, 2011, inclusive, in an amount not to exceed $69,443.00, for a new Guaranteed Maximum Construction Cost, in an amount not to exceed $3,843,790.19.

19B. APPROVAL OF AGREEMENTS

19B1. Agreement with ACS Education Services, Inc. (ENCLOSURE)

(Brahmbhatt)

Approve Agreement No. A3421.12 with ACS Education Services, Inc., to assist Southwestern College in meeting its tax obligation and reporting requirements under Section 6050s of the Taxpayer Relief Act of 1997, for the period January 12, 2012 to January 11, 2015, inclusive, in the amount of $24,140 per year, for a total cost not to exceed $72,420.
ITEM 20. APPROVAL/RATIFICATION OF AGREEMENTS – NO COST / INCOME (ITEMS A THROUGH B)

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<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>Peraza</th>
<th>Roesch</th>
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20A. RATIFICATION OF AGREEMENTS

20A1. Agreement with BOG, California Community Colleges Chancellor’s Office (ENCLOSURE)  
(Tyner)
Ratify Amendment No. 1 to Agreement No. AR3299.11 with the BOG, California Community Colleges Chancellor’s Office, for the extension of the Youth Entrepreneurship Project Grant offered through the Center for International Trade Development, for the period December 1, 2010 to November 30, 2011, inclusive, at no cost to the District.

20A2. Service Agreements/Contract and Corresponding Purchase Order Transaction (ENCLOSURE)  
(Brahmbhatt)
Approve Ratification of Service Agreements/Contracts and Purchase Order Transactions in accordance with Governing Board Resolutions No. 1677 and 1678, Public Contract Code 20651 and Education Codes 81655 and 81656.

20B. APPROVAL OF AGREEMENTS

20B1. Agreement with UnionBanc Investment Services (ENCLOSURE)  
(Brahmbhatt)
Approve Agreement No. A3418.12 with UnionBanc Investment Services, for investment services for the Southwestern College Bookstore, effective January 12, 2012, at no cost to the District.

20B2. Agreement with Kaiser Permanente Medical Group (ENCLOSURE)  
(Tyner)
Approve Agreement No. AR3420.12 with Kaiser Permanente Medical Group, to provide a Contract Education course to the Kaiser Permanente Registered Nurses, for the period January 12 to May 18, 2012, inclusive, in the amount of $20,900 income to the District.
ITEM

<table>
<thead>
<tr>
<th>Action</th>
<th>21. NAMING OF FACILITIES (ITEMS A THROUGH B) (ENCLOSURE) (Whittaker/Nish)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hernandez</td>
</tr>
<tr>
<td></td>
<td>Student Advisory Vote</td>
</tr>
</tbody>
</table>

21A. NAMING OF CORNER LOT ADMINISTRATION BUILDING (ENCLOSURE)

Recommend approval of the naming of the Corner Lot Administration Building on behalf of the Southwestern College founding father, Joe Rindone, as approved by the Naming Committee, Shared Consultation Council, Academic Senate, and constituent groups.

NAMING OF CAFETERIA GRILL (ENCLOSURE)

21B. Recommend approval of the naming of the Cafeteria grill on behalf of Raul Haro, former chief grill cook, as approved by the Naming Committee, Shared Consultation Council, Academic Senate, and constituent groups.

<table>
<thead>
<tr>
<th>Action</th>
<th>22. SUPERINTENDENT/PRESIDENT BUDGET FOR PROFESSIONAL EXPENSES (Nish)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hernandez</td>
</tr>
<tr>
<td></td>
<td>Student Advisory Vote</td>
</tr>
</tbody>
</table>

Pursuant to employment contract for Superintendent/President Dr. Melinda Nish, the following budget for payment or reimbursement for professional expenses incurred is presented for the Board’s consideration:

<table>
<thead>
<tr>
<th>Professional Expense</th>
<th>Estimated Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Dues</td>
<td>$1,500</td>
</tr>
<tr>
<td>Business Expense</td>
<td>$5,000</td>
</tr>
<tr>
<td>Professional Development Activities</td>
<td>$10,000</td>
</tr>
<tr>
<td>Communication Expense</td>
<td>$1,200</td>
</tr>
</tbody>
</table>

Note: Budget amendment not required as budget line items already exist.
ITEM

23. **NON-ACTION ITEMS (ITEMS A THROUGH B)**

23A. **DISTRICT POLICIES – FIRST READING**

(Quarles)

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

23A1. **Policy No.1200 – Institutional Mission, Vision & Values** (ENCLOSURE)

First Reading. Information only.
(Revises District Policy No. 1200 – Mission & Values)

23B. **INFORMATION ITEMS**

23B1. **Revision of Mission Statement & Vision Statement** (ENCLOSURE)

(Whittaker/Nish)

23B2. **Initiatives Regarding Increased Taxes to Fund Education** (ENCLOSURE)

(Whittaker/Nish/Saenz)


(Tyner)

23B4. **Student Affairs Report of Accomplishments for Academic Year 2010-11** (ENCLOSURE)

(Suarez)

23B5. **Submittal of Purchase Orders for Review** (ENCLOSURE)

(Brahmbhatt)

General Fund Nos. 205045 - 205639 On Line Requisition
General Fund No. 108441 Manual Requisition
Blanket Fund Nos. B1939 – B1942

23B6. **Proposition R – Monthly Executive Update** (ENCLOSURE)

(Brahmbhatt)

24. **ADMINISTRATIVE REPORTS**

(Hernandez)

24A. **KATHY TYNER, M.S., INTERIM VICE PRESIDENT FOR ACADEMIC AFFAIRS**

24B. **C.M. BRAHMBHATT, INTERIM VICE PRESIDENT FOR 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)

MELINDA NISH, ED.D., SUPERINTENDENT/PRESIDENT

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

(Hernandez)

Information Requested
Board Member
<table>
<thead>
<tr>
<th>ITEM</th>
<th>GOVERNING BOARD REPORTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governing Board Reports</td>
<td>(Hernandez)</td>
</tr>
<tr>
<td>27.</td>
<td>GOVERNING BOARD REPORTS</td>
</tr>
<tr>
<td>27A.</td>
<td>STUDENT BOARD MEMBER CLAUDIA DURAN</td>
</tr>
<tr>
<td>27B.</td>
<td>BOARD MEMBER TIM NADER</td>
</tr>
<tr>
<td></td>
<td>Construction Labor Subcommittee Progress Report</td>
</tr>
<tr>
<td>27C.</td>
<td>BOARD MEMBER JEAN ROESCH, ED.D.</td>
</tr>
<tr>
<td>27D.</td>
<td>BOARD MEMBER TERRI VALLADOLID</td>
</tr>
<tr>
<td>27E.</td>
<td>BOARD VICE PRESIDENT HUMBERTO PERAZA, JR.</td>
</tr>
<tr>
<td></td>
<td>Discussion of Campaign Contributions Limitations</td>
</tr>
<tr>
<td>27F.</td>
<td>BOARD PRESIDENT NORMA L. HERNANDEZ</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Closed Session</th>
<th>28. CLOSED SESSION/REPORT OF ACTION(S) (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Hernandez)</td>
<td>(Hernandez)</td>
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</table>

<table>
<thead>
<tr>
<th>Adjournment</th>
<th>29. ADJOURNMENT</th>
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</thead>
<tbody>
<tr>
<td>(Hernandez)</td>
<td>(Hernandez)</td>
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<table>
<thead>
<tr>
<th>Information</th>
<th>30. NEXT REGULAR MEETING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, February 8, 2012</td>
<td></td>
</tr>
<tr>
<td>Southwestern College</td>
<td></td>
</tr>
<tr>
<td>Higher Education Center at San Ysidro</td>
<td></td>
</tr>
<tr>
<td>Room 5103/5104</td>
<td></td>
</tr>
<tr>
<td>460 West San Ysidro Blvd.</td>
<td></td>
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<tr>
<td>San Ysidro, CA  92173</td>
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</tbody>
</table>

MELINDA NISH, ED.D.  
SUPERINTENDENT/PRESIDENT
MINUTES

REGULAR MEETING, GOVERNING BOARD
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
ROOM 214
SOUTHWESTERN COLLEGE

TIM NADER, GOVERNING BOARD PRESIDENT
NORMA L. HERNANDEZ, GOVERNING BOARD VICE PRESIDENT
HUMBERTO PERAZA, JR., GOVERNING BOARD MEMBER
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
CLAUDIA DURAN, STUDENT GOVERNING BOARD MEMBER
DENISE WHITTAKER, INTERIM SECRETARY TO GOVERNING BOARD
AND INTERIM SUPERINTENDENT/PRESIDENT

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

Wednesday, December 14, 2011

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>
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<tbody>
<tr>
<td>Call to Order</td>
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<tr>
<td>1. CALL TO ORDER</td>
<td></td>
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<tr>
<td>(Nader)</td>
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<tr>
<td>6:17 p.m., Room 214</td>
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<tr>
<td>Present: Nader, Peraza, Roesch, Duran (Student Board Member)</td>
<td></td>
</tr>
<tr>
<td>Absent: Valladolid, Hernandez</td>
<td></td>
</tr>
<tr>
<td>Announcement Closed Session Agenda</td>
<td></td>
</tr>
<tr>
<td>2. ANNOUNCEMENT OF CLOSED SESSION AGENDA</td>
<td></td>
</tr>
<tr>
<td>(Nader)</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>2A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION</td>
<td></td>
</tr>
<tr>
<td>Government Code Section 54956.9(b)</td>
<td></td>
</tr>
<tr>
<td>Number of potential cases (7)</td>
<td></td>
</tr>
<tr>
<td>2B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</td>
<td></td>
</tr>
<tr>
<td>Government Code Section 54956.9</td>
<td></td>
</tr>
<tr>
<td>Superior Court Case No. 37-2011-00099248-CU-WM-CTL</td>
<td></td>
</tr>
</tbody>
</table>
2C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
   Government Code Section 54957

2D. CONFERENCE WITH LABOR NEGOTIATOR
   Negotiator: Joseph N. Quarles, Ed.D.
   Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials

2E. PUBLIC EMPLOYEE EMPLOYMENT
   Government Code Section 54957(b)
   Title: Superintendent/President

Closed Session

3. ADJOURN TO CLOSED SESSION
   (Nader)
   Present: Nader, Hernandez, Peraza, Roesch, Valladolid

Reconvene in Open Session

4. RECONVENE IN OPEN SESSION 7:14 p.m.
   (Nader)
   Present: Nader, Hernandez, Peraza, Roesch, Valladolid, Duran (Student Board Member)

   President Nader reported that the Board did not complete its closed session and there was
   no reportable action. He announced that the Board would reconvene in closed session after
   its open session.

Pledge of Allegiance

5. PLEDGE OF ALLEGIANCE
   (Nader)

Closed Session Announcement

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

Approval of Minutes (Carried)

7. APPROVAL OF MINUTES (ENCLOSURE)
   (Whittaker)

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

Regular Meeting, November 9, 2011
Special Meeting, November 16, 2011

Presentations

8. PRESENTATIONS

8A. EMPLOYEE OF THE QUARTER JANUARY-MARCH 2012
   Sergio Soriano, Student Employment Services Specialist

   Presenters: Robert A. Unger, Esq., Interim Director of Human Resources; Nelson
   Riley, Student Employment Services Supervisor; Bruce MacNinch, CSEA
   President

8B. HIGHER EDUCATION CENTER, NATIONAL CITY PROJECT

   Presenters: Kathy L. Tyner, M.S., Interim Vice President for Academic Affairs;
   Christine Perri, Dean, Higher Education Center, National City and Crown Cove
   Aquatic Center

   Dean Perri provided a PowerPoint presentation on the Higher Education Center at
   National City.
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."

Matt Kriz, member of International Union of Painters and Allied Trades, member of the Middle Class Taxpayers Association, and member of the Prop R Oversight Committee, addressed the Board regarding project labor agreements (PLA) and referred to San Diego Unified School District’s PLAs.

Arlie Ricaa-Beagepooro, on behalf of the Sweetwater Union High School Union District Board, presented a resolution of commendation to Interim Superintendent/President Whittaker.

Alan Wolcott, student, addressed the Board regarding his request for change in grade.

Frank Riley, HUD San Diego, congratulated and thanked the Board for its support of the Micro Enterprise Program.

Ken Seaton-Msemaji, addressed news stories that have been misconstrued and clarified that Tim Nader was not anti-labor and is an honorable public servant.

10. ANNOUNCEMENT OF RECUSAL FROM AGENDA ITEMS
(Whittaker)

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.

11. ACADEMIC SENATE REPORT
(Nader)

PROFESSOR ANGELINA E. STUART, PRESIDENT, ACADEMIC SENATE

12. UNION/ASSOCIATION REPORTS
(Nader)

12A. PROFESSOR ANDREW MACNEILL, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)

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

12C. AARON STARCK, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)

13. ASSOCIATED STUDENT ORGANIZATION (ASO) REPORT
(Nader)

13A. CANDY ARIAS, ASO EXECUTIVE VICE PRESIDENT

13B. TAMEIKA GUERRERO, ASO VICE PRESIDENT FOR CLUB AFFAIRS

13B1. Phi Theta Kappa: Christina Gutierrez/Bazz Khurshid
14. ELECTION OF OFFICERS FOR THE PERIOD DECEMBER 2011 - NOVEMBER 2012
(Nader)

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

14A. President – Norma L. Hernandez

14B. Vice President – Humberto Peraza

Nader nominated Valladolid who declined due to work commitments. Valladolid nominated Peraza.

14C. Secretary (Superintendent/President) Melinda Nish

15. STATEMENT OF FACTS IN COMPLIANCE WITH GOVERNMENT CODE SECTION 53051
(Board President)

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

Recommend the Secretary of the Board be authorized to file a statement of the following facts, in compliance with the above-mentioned government code section, with the Secretary of State and the San Diego County Clerk.

The full, legal name of the District
Official mailing address of the public agency
Name and address of each member of the Governing Board and Secretary of the public agency

16. APPROVAL OF 2012 GOVERNING BOARD REGULAR MEETING SCHEDULE AND TENTATIVE SPECIAL STUDY SESSION SCHEDULE
(Board President)

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

16A. APPROVAL OF 2012 GOVERNING BOARD REGULAR MEETING SCHEDULE

Recommend approval of the following 2012 Governing Board meeting schedule:

- January 11, 2012 Second Wednesday Higher Education Center, Otay Mesa
- February 8, 2012 Second Wednesday Higher Education Center, San Ysidro
- March 14, 2012 Second Wednesday Chula Vista Campus
- April 11, 2012 Second Wednesday Coronado Unified School District (Tentative)
- May 9, 2012 Second Wednesday Chula Vista Campus
- June 13, 2012 Second Wednesday Higher Education Center, National City
- July 11, 2012 Second Wednesday Chula Vista Campus
- August 8, 2012 Second Wednesday Chula Vista Campus
- September 12, 2012 Second Wednesday Chula Vista Campus
- October 10, 2012 Second Wednesday Chula Vista Campus
- November 14, 2012 Second Wednesday Chula Vista Campus
16B. APPROVAL OF 2012 GOVERNING BOARD TENTATIVE SPECIAL STUDY SESSION/BOARD RETREAT SCHEDULE (ENCLOSURE)

Recommend approval of the following 2012 Governing Board tentative special study session/Board retreat schedule:

February 22, 2012       Fourth Wednesday        August 22, 2012       Fourth Wednesday
March 28, 2012          Fourth Wednesday        September 26, 2012    Fourth Wednesday
April 25, 2012          Fourth Wednesday        October 24, 2012      Fourth Wednesday
May 23, 2012            Fourth Wednesday        November 28, 2012     Fourth Wednesday
June 2, 2012            First Saturday

Note: Recommend no special meetings/study sessions be held in June (in lieu of Board retreat), July, and December unless needed.

17. APPOINTMENT OF GOVERNING BOARD REPRESENTATIVE AS EX-OFFICIO TO SOUTHWESTERN COLLEGE FOUNDATION

(Board President)

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

Current Board Representative
Norma L. Hernandez (Appointed 12/8/10)

Board Member Appointed
Jean Roesch, Ed.D.

Action (Carried)

18. APPOINTMENT OF GOVERNING BOARD REPRESENTATIVES TO BOARD POLICY COMMITTEE

(Board President)

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

Current Board Representatives
Jean Roesch, Ed.D., Chair (Appointed 12/8/10)
Humberto Peraza (Appointed 10/12/11)

Board Members Appointed
Humberto Peraza
Tim Nader

Action (Carried)
19. APPROVE CONSENT CALENDAR (ITEMS A THROUGH H)

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>Peraza</th>
<th>M</th>
<th>Roesch</th>
<th>S</th>
<th>Valladolid</th>
<th>Duran</th>
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<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>

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

19A. RATIFY/APPROVE TRAVEL ADVANCE REQUEST(S)

(Temple)

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>Carbajal, Shelley</td>
<td>CA Public Employers Annual Training Conference, Las Vegas, NV</td>
<td>1/16/12 – 1/18/12</td>
<td>$563.40</td>
</tr>
</tbody>
</table>

19B. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)

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>Arts &amp; Communication</td>
<td>Malashock Dance &amp; Co.</td>
<td>Professional Master Dance Class instructor Agreement No. A3407.11</td>
<td>1/18/12</td>
<td>Not to exceed $100 (Trust Fund)</td>
</tr>
<tr>
<td>Arts &amp; Communication</td>
<td>Jason Booth</td>
<td>Hip Hop Master Class instructor Agreement No. A3408.11</td>
<td>1/13/12</td>
<td>Not to exceed $75 (Trust Fund)</td>
</tr>
<tr>
<td>Arts &amp; Communication</td>
<td>Thomas Schubert</td>
<td>Spring 2012 Music Recital Series Performance Agreement No. A3404.11</td>
<td>2/1/12</td>
<td>Not to exceed $100 (General Fund)</td>
</tr>
<tr>
<td>Arts &amp; Communication</td>
<td>Stefani Walens</td>
<td>Spring 2012 Music Recital Series Performance Agreement No. A3405.11</td>
<td>2/1/12</td>
<td>Not to exceed $150 (General Fund)</td>
</tr>
<tr>
<td>Arts &amp; Communication</td>
<td>Susan Barrett</td>
<td>Spring 2012 Music Recital Series Performance Agreement No. A3406.11</td>
<td>2/1/12</td>
<td>Not to exceed $100 (General Fund)</td>
</tr>
<tr>
<td>Arts &amp; Communication</td>
<td>James George</td>
<td>Spring 2012 Music Recital Series Performance Agreement No. A3410.11</td>
<td>2/1/12</td>
<td>Not to exceed $100 (General Fund)</td>
</tr>
<tr>
<td>ITEM</td>
<td>Department</td>
<td>Consultant</td>
<td>Purpose</td>
<td>Date</td>
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<tr>
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<td>------------------------------------------------</td>
<td>---------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td>(Tyner) Arts &amp; Communication</td>
<td>Qi Zhang</td>
<td>Dance choreography for &quot;The Waiting Room&quot; Agreement No. A3409.11</td>
<td>10/19/11-10/30/11</td>
</tr>
<tr>
<td></td>
<td>Small Business Development &amp; International</td>
<td>Luis Macias</td>
<td>Assist clients of the SBDITC in the areas of business and employment law. Agreement No. A3398.11</td>
<td>12/15/11-6/30/12</td>
</tr>
<tr>
<td></td>
<td>Trade Center (SBDITC)</td>
<td>Small Business</td>
<td>Services include program development, identification of buyers, events and marketing programs. Agreement No. A3397.11</td>
<td>1/16/12-5/31/12</td>
</tr>
<tr>
<td></td>
<td>Development &amp; International</td>
<td>Otay Mesa Chamber of Commerce</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Trade Center (SBDITC)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**19C. RATIFY/APPROVE FILING OF APPLICATION(S)**

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

Chancellor's Office of the California Community Colleges, "CalWORKs/TANF," in the amount of $310,689 (CalWORKs program, $185,691; Work Study, $49,120; TANF, $75,878), July 1, 2011 to June 30, 2012.

**19D. ACCEPTANCE OF GIFTS**

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

$47.44 donated by M. Denise Whittaker, to be used towards the purchase of an iPad2 which will be the prize in an upcoming drawing as an incentive for participation in a campus survey.

$40,000 donated by the Lipp Family Foundation, to be used in the School of Mathematics, Science, and Engineering to fund scholarships, internships, and the Garden of Giving Endowment.

**19E. RATIFY VOLUNTEER SERVICES (ENCLOSURE)**

Recommend ratification of volunteer services effective July 2011 through October 2012.
19F.  APPROVE DECEMBER 14, 2011 CURRICULUM SUMMARY REPORT (ENCLOSURE)  
(Tyner)  

The December 14, 2011 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, October 13 through November 3, 2011. 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 13 new courses, 112 course modifications, 4 course reactivations, 5 course inactivations, 1 new program, and 8 program modifications.

19G.  CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)  
(Temple)  
Recommend approval of listed purchase orders:  

General Fund Nos. 204481, 204619, 204632, 204870, 204944

19H.  PAYMENT OF BILLS - OCTOBER 1-31, 2011 (ENCLOSURE)  
(Temple)
<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Department</th>
<th>Monthly Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chandulal M.</td>
<td>Interim Vice President for Business &amp; Financial Affairs</td>
<td>Business &amp; Financial Affairs</td>
<td>$13,500.00</td>
<td>11/23/11-</td>
</tr>
<tr>
<td>Brahmbhatt</td>
<td></td>
<td></td>
<td></td>
<td>6/30/12</td>
</tr>
<tr>
<td>Joseph</td>
<td>Interim Vice President for Human Resources</td>
<td>Human Resources</td>
<td>$13,500.00</td>
<td>1/1/12-</td>
</tr>
<tr>
<td>Quarles,</td>
<td></td>
<td></td>
<td></td>
<td>6/30/12</td>
</tr>
<tr>
<td>Ed.D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**20B. 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</th>
<th>Monthly Salary</th>
<th>Annual Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Rieder</td>
<td>Assistant Professor of English Language &amp; Literature</td>
<td>School of Language &amp; Literature</td>
<td>10 I-1</td>
<td>$4,805.80</td>
<td>$48,058.00</td>
<td>1/6/12</td>
</tr>
<tr>
<td>Kevin Roof</td>
<td>Assistant Professor of Fire Science</td>
<td>Higher Education Center at Otay Mesa</td>
<td>10 I-1</td>
<td>$4,805.80</td>
<td>$48,058.00</td>
<td>1/6/12</td>
</tr>
<tr>
<td>Sylvia Garcia-</td>
<td>Assistant Professor of Reading Language &amp; Literature</td>
<td>School of Language &amp; Literature</td>
<td>10 I-1</td>
<td>$4,805.80</td>
<td>$48,058.00</td>
<td>1/6/12</td>
</tr>
<tr>
<td>Navarrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**20C. APPROVE LISTED CHANGE(S) IN CONTRACT SERVICE**

Recommend approval of change(s) effective as indicated.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Months/Service</th>
<th>To Position</th>
<th>Months/Service</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joyce Bayles</td>
<td>*Assistant Professor of English Composition–Basic Skills Initiative (BSI), Non-Tenure Track School of Language &amp; Literature</td>
<td></td>
<td>*Assistant Professor of English Composition – Basic Skills Initiative (BSI), Tenure Track School of Language &amp; Literature</td>
<td></td>
<td>12/15/11</td>
</tr>
<tr>
<td>Veronica Guaracha</td>
<td>*Counselor–Basic Skills Initiative (BSI), Non-Tenure Track School of Counseling &amp; Personal Development</td>
<td></td>
<td>*Counselor–Basic Skills Initiative (BSI), Tenure Track School of Counseling &amp; Personal Development</td>
<td></td>
<td>12/15/11</td>
</tr>
<tr>
<td>Employee</td>
<td>Position/Department</td>
<td>Reduction in Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------------------------------------------------</td>
<td>-------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joanne Stonecipher</td>
<td>Professor of Paramedic Program Higher Education Center, Otay Mesa</td>
<td>From 100% to 67%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

20E. PERSONAL LEAVE OF ABSENCE

Pursuant to Article V, Section 5.13.3 of the 2009-2012 S.C.E.A. Contract, and in accordance with the employee's request, recommend approval of the following personal leave of absence without pay, effective as indicated:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position/Department</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shannon Gracey</td>
<td>Professor of Mathematics School of Mathematics, Science &amp; Engineering</td>
<td>1/1/12-12/31/12</td>
</tr>
</tbody>
</table>

20F. ACADEMIC TRANSACTIONS (ENCLOSURE)

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

20G. HOURLY ACADEMIC EMPLOYMENT ENCLOSED

Recommend approval of adjunct faculty employment for the 2012 spring semester and further recommend the Superintendent/President be authorized to employ additional hourly academic staff as may be needed for the 2012 spring semester.
### 20H. RATIFY RESIGNATION(S)/RETIREMENT(S)

Recommend ratification of 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/Department</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Luis Bohorquez</td>
<td>Professor of Telemedia</td>
<td>12/16/11</td>
</tr>
<tr>
<td>(resignation)</td>
<td>School of Arts &amp; Communication</td>
<td></td>
</tr>
</tbody>
</table>
### 21A. CHANGE IN CLASSIFICATION TITLE

Recommend ratification and approval of change in classification title as listed below:

<table>
<thead>
<tr>
<th>Current Job Title</th>
<th>To</th>
<th>New Job Title</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Grant Writer</td>
<td>Grant Writer</td>
<td></td>
<td>12/15/11</td>
</tr>
</tbody>
</table>

### 21B. 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 Service</th>
<th>Range/Step</th>
<th>Monthly Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Ramirez</td>
<td>Food Worker</td>
<td>Food Services</td>
<td>9 months/</td>
<td>Range 2/</td>
<td>$1,850.40</td>
<td>12/15/11</td>
</tr>
<tr>
<td>Clifford Sharp</td>
<td>Networking</td>
<td>Institutional Technology</td>
<td>12 months/</td>
<td>Range 44/</td>
<td>$6,529.00</td>
<td>12/15/11</td>
</tr>
</tbody>
</table>

### 21C. TEMPORARY/ACTING ASSIGNMENT – CLASSIFIED ADMINISTRATOR

Recommend ratification of the following temporary assignment, effective as indicated. Pursuant to Article IV, Section C of the Classified Administrator Handbook, salary is calculated at the current salary, plus ten percent (10%) for additional duties. Temporary assignment shall continue based upon business necessity and is subject to amendment and termination at the discretion of the Superintendent/President.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Position</th>
<th>Monthly Salary</th>
<th>Temporary Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Fighera</td>
<td>Director of Food Service/Contracts Food Program Projects</td>
<td>$9,416.00/monthly</td>
<td>Acting Director of Bookstore</td>
<td>12/01/11</td>
</tr>
<tr>
<td></td>
<td>Range 31*/Step 9</td>
<td>$10,357.60/monthly</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Includes 3 educational incentive program salary step increments.

### 21D. APPROVE CHANGE(S) IN CONTRACT SERVICE – CLASSIFIED ADMINISTRATOR (ENCLOSURE)

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>Linda Hensley</td>
<td>Professor of Communication School of Language &amp; Literature</td>
<td>10 months/1.0 FTE</td>
<td>Range 16/Class III</td>
<td>$8,774.70/monthly</td>
<td>12/15/11</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
21E.  CLASSIFIED TRANSACTIONS (ENCLOSURE)

Recommend approval of classified transactions. Transactions include notification of emergency assignments and short-term non-academic hourly assignments.

21F.  APPROVE CHANGE(S) IN CONTRACT SERVICE

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>Position</th>
<th>Months Service</th>
<th>Range/Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosalva Sandoval</td>
<td>Project Clerk-ARRA</td>
<td></td>
<td></td>
<td>Clerical Assistant II</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>School of Business, Professional &amp; Technical Education</td>
<td></td>
<td></td>
<td>Higher Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12 Months/.47 FTE</td>
<td></td>
<td></td>
<td>Center at San Ysidro</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Range 10/Step 1</td>
<td></td>
<td></td>
<td>12 months/.50 FTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,323.99</td>
<td></td>
<td></td>
<td>Range 10/Step 1</td>
<td>$1,408.50</td>
<td></td>
</tr>
<tr>
<td>Rachel Francois</td>
<td>Clerical Assistant III</td>
<td></td>
<td></td>
<td>School of Language &amp; Literature</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Evaluations &amp; Veterans Services</td>
<td></td>
<td></td>
<td>12 months/1.0 FTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Range 13/Step 5</td>
<td></td>
<td></td>
<td>Range 10/Step 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$3,549.00</td>
<td></td>
<td></td>
<td>$3,430.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Previously approved at the August 10, 2011 Governing Board Meeting at .80 FTE.

21G.  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/Department</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Waters (resignation)</td>
<td>Training Services Coordinator</td>
<td>12/31/11</td>
</tr>
<tr>
<td></td>
<td>Staff Development</td>
<td></td>
</tr>
</tbody>
</table>
22. **ELIMINATION OF VACANT AND FUNDED POSITIONS (ENCLOSURE)**  
(Quarles)  

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>S</th>
<th>Peraza</th>
<th>Roesch</th>
<th>M</th>
<th>Valladolid</th>
<th>Duran</th>
<th>Student Advisory Vote</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>
<td></td>
</tr>
</tbody>
</table>

Approve the elimination of vacant academic and classified positions on the enclosed list which are not being filled due to budget management and reorganizations within the respective department.

23. **ATTENDANCE ALLOWANCE REQUEST AND/OR WAIVER OF 175-DAY REQUIREMENT (ENCLOSURE)**  
(Suarez)  

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>M</th>
<th>Peraza</th>
<th>S</th>
<th>Roesch</th>
<th>Valladolid</th>
<th>Duran</th>
<th>Student Advisory Vote</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>
<td></td>
</tr>
</tbody>
</table>

Pursuant to California Code of Regulations, Title 5 Section 58146, recommend approval to request from California Community Colleges an attendance allowance request and/or waiver requirement because of emergency conditions on September 8-9, 2011—Southern California Power Outage closed all San Diego County public schools and universities.

24. **FACILITIES**  
(Temple)  

Mark Pentilescu, faculty member, addressed the Board regarding the condition of Mayan Hall.

24A. **DISTRICT FIVE-YEAR CONSTRUCTION PLAN 2013-2017 (ENCLOSURE)**

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>S</th>
<th>Peraza</th>
<th>Roesch</th>
<th>M</th>
<th>Valladolid</th>
<th>Duran</th>
<th>Student Advisory Vote</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>
<td></td>
</tr>
</tbody>
</table>

Recommend approval of five-year construction plan.

24B. **MODIFIED INITIAL CONSTRUCTION OF CORNER LOT PROJECT (ENCLOSURE)**

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>S</th>
<th>Nader</th>
<th>Peraza</th>
<th>M</th>
<th>Roesch</th>
<th>Valladolid</th>
<th>Duran</th>
<th>Student Advisory Vote</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>
<td></td>
</tr>
</tbody>
</table>

Recommend approval of Modified Initial Construction of the Corner Lot Project to include Phase I construction packages for Buildings A, B, E, and F.

24C. **DELETION OF THE PARKING GARAGE FROM CORNER LOT PROJECT (ENCLOSURE)**

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>S</th>
<th>Peraza</th>
<th>M</th>
<th>Roesch</th>
<th>Valladolid</th>
<th>Duran</th>
<th>Student Advisory Vote</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>
<td></td>
</tr>
</tbody>
</table>

Recommend deletion of the elevated parking garage from the Corner Lot Project.

24D. **SAN DIEGO GAS AND ELECTRIC EASEMENT (ENCLOSURE)**

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>M</th>
<th>Nader</th>
<th>Peraza</th>
<th>Roesch</th>
<th>S</th>
<th>Valladolid</th>
<th>Duran</th>
<th>Student Advisory Vote</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>
<td></td>
</tr>
</tbody>
</table>

Recommend approval of the attached easement document with San Diego Gas and Electric for new power and gas service to the northern portion of the campus in advance of the pending Corner Lot project grading work.
24E. BOARD MEMBERS APPOINTED TO CORNER LOT BUILDING D USER GROUP SCOPE AND PURPOSE COMMITTEE

<table>
<thead>
<tr>
<th>(Carried)</th>
<th>Hernandez M</th>
<th>Nader S</th>
<th>Peraza Roesch</th>
<th>Valladolid Duran</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
</tr>
</tbody>
</table>

Amended

Consider appointment of Board Members to serve on Corner Lot, Building D User Group Scope and Purpose Committee.

Action (Carried)

25. 2011-2012 SAFETY AND COLLEGE PRIORITIES (ENCLOSURE)
(Whittaker)

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

Approve the 2011-2012 Safety and College Priorities as verified by the Vice President for Business & Financial Affairs, at an estimated cost of $1,050,000 to be paid from Proposition R funds, per the Phase 1 Project Schedule, pending Bond Counsel approval.

Action

26. RATIFICATION / APPROVAL OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH B)

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

26A. RATIFICATION OF AGREEMENTS

26A1. Agreement with Josefina Lopez (ENCLOSURE)
(Tyner)

Ratify Agreement No. A3388.11 with Josefina Lopez, for guest lecture, book signing, meet and greet appearance and artist talk for “Simply Maria or the American Dream,” on November 29, 2011, in an amount not to exceed $5,000.

26A2. Agreement with the State of California Department of Corrections and Rehabilitation - Richard J. Donovan Correctional Facility (ENCLOSURE)
(Temple)

Ratify Agreement No. A3375.11 with the State of California Department of Corrections and Rehabilitation Richard J. Donovan Correctional Facility, for inmate community service work crews, for the period July 1, 2011 to June 30, 2012, inclusive, in an amount not to exceed $75,000.

26A3. Amendment No. 2 to Agreement No. A3021.10 with BCA Architects, Inc. (ENCLOSURE)
(Temple)

Ratify Amendment No. 2 to Agreement No. A3021.10, with BCA Architects, Inc., for additional professional architectural services, for the period, June 28, 2010 to January 19, 2013, inclusive, in an amount not to exceed $10,350 for a new contract total, inclusive, in an amount not to exceed $4,676,006.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>APROVAL OF AGREEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>26B1</td>
<td>Amendment No. 1 to Agreement No. A3107.10 with BRG Consulting (ENCLOSURE)</td>
</tr>
</tbody>
</table>

(Approve Amendment No. 1 to Agreement No. A3107.10 with BRG Consulting, to provide as-needed biological, archeological, and paleontological services for the Corner Lot and Central Plant, Field House, and Fields projects and to provide the review and reporting services required by the California Environmental Quality Act (CEQA) for the Gotham/Elmhurst Road Widening and National City Two-Story Facility projects, for the period October 14, 2010 to December 31, 2013, inclusive, in an amount not to exceed $104,002 for a new contract total, in an amount not to exceed $142,575. |
| 26B2 | Agreement No. A3401.11 with Construction Testing and Engineering, Inc. (ENCLOSURE) |

(Approve Agreement No. A3401.11, related to RFQ No. 124, with Construction Testing and Engineering, Inc. for materials testing, special inspection and geotechnical engineering services, for the period December 14, 2011 to December 31, 2013, inclusive, in an amount not to exceed $13,800. |
| 26B3 | Amendment No. 4 to Agreement No. A2066.07 with BCA Architects, Inc. (ENCLOSURE) |

(Approve Amendment No. 4 to Agreement No. A2066.07, with BCA Architects, Inc., for additional professional architectural services, inclusive, in an amount not to exceed $34,768.00, for a new contract total not to exceed $455,477.83. |
| 26B4 | Agreement No. A3399.11 with Total Compensation Systems, Inc. (ENCLOSURE) |

(Approve Agreement No. A3399.11 with Total Compensation Systems, Inc., for conducting the GASB 45 Actuarial Valuation Study, for the period December 15, 2011 to December 31, 2012, inclusive, in an amount not to exceed $6,600. |
| 26B5 | Extension No. 1 to Agreement No. A3008.10 with e-Captions.com Official Real Time Captioning Associates, Inc. (ENCLOSURE) |

(Approve Extension No. 1 to Agreement No. A3008.10 with e-Captions.com Official Real Time Captioning Associates, Inc., to extend agreement for American Sign Language interpreting and Speech to Text services, for the period December 15, 2011 to June 30, 2012, inclusive, in an amount not to exceed $70,000. |
| 26B6 | Agreement with National Conflict Resolution Center (ENCLOSURE) |

(Approve Agreement No. A3389.11 with National Conflict Resolution Center, for consulting services to conduct mediation of employee conflict, for the period January 1 to December 31, 2012, inclusive, in an amount not to exceed $7,000. |
| 26B7 | Agreement with Judy Lemm Consulting Services (ENCLOSURE) |

(Approve Agreement No. A3390.11 with Judy Lemm Consulting services, for consulting services to conduct reasonable accommodation evaluation and interactive process, for the period January 1 to December 31, 2012, inclusive, in an amount of $175 per hour, plus expenses, not to exceed $7,000 annually. |
26B8. Agreement with Geraldine Jaffe, Attorney At Law (ENCLOSURE)
(Quarles)

Approve Agreement No. A3391.11 with Geraldine Jaffe, Attorney At Law, for consulting services to conduct confidential employment-related investigations, for the period January 1 to June 30, 2012, inclusive, in the amount of $250 per hour.

(Whittaker)

Approve Agreement No. A3423.11 with Robert J. Temple, to serve as a consultant for oversight of Prop R and contracts and transition for the Interim Vice President for Business & Financial Affairs and other services as identified, for the period December 15, 2011 to June 30, 2012, inclusive, in the amount of $100 per hour, in a total amount not to exceed $45,000.

26B10. Agreements with Law Firms for Legal Assistance (ENCLOSURE)
(Whittaker)

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

(Carried)

Authorize the Superintendent/President to enter into agreements with the law firms listed below, for providing legal advice to the District for the period January 1 to December 31, 2012, inclusive, at various hourly rates as needed.

1. Atkinson, Andelson, Loya, Ruud & Romo (Agreement No. A3378.11)
   At a cost of $250 per hour for work performed by partners.

2. Best, Best & Krieger, LLP (Agreement No. A3379.11)
   At a cost of $250 per hour for work performed by partners.

3. Dannis Woliver Kelley (Agreement No. A3380.11)
   At a cost of $240 to $275 per hour.

4. Fagen Friedman & Fulfrost, LLP (Agreement No. A3381.11)
   At a cost of $225 to $270 per hour.

5. GCR, LLP (Agreement No. A3382.11)
   At a cost of $240 per hour for work performed by partners.

6. Liebert Cassidy Whitmore (Agreement No. A3383.11)
   At a cost of $180 to $275 per hour.

7. Parker & Covert LLP (Agreement No. A3384.11)
   At a cost of $195 per hour for work performed by partners.

8. Rutan & Tucker, LLP (Agreement No. A3385.11)
   At a cost of $265 per hour for work performed by attorneys.

9. Strumwasser & Wooser LLP (Agreement No. A3386.11)
   At a cost of $395 per hour for work performed by partners.

10. Stutz Arlano Shinoff & Holtz (Agreement No. A3387.11)
    At a cost of $260 per hour for work performed by partners.

After discussion, it was determined that the Policy would consider the process for adding to the list of firms.
## 27. APPROVAL/RATIFICATION OF AGREEMENTS – NO COST / INCOME (ITEMS A THROUGH B)

<table>
<thead>
<tr>
<th>Item</th>
<th>Nature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>27A.</td>
<td>RATIFICATION OF AGREEMENTS</td>
<td></td>
</tr>
<tr>
<td>27A1.</td>
<td>Amendment No. 7 to Agreement No. A2948.10 with Echo Pacific Construction, Inc. (ENCLOSURE)</td>
<td>Ratify Amendment No. 7 to Agreement No. A2948.10 with Echo Pacific Construction, Inc., for construction management at risk services related to the Student Services Building Upgrades, for the period April 15, 2010 to December 31, 2011, inclusive, in the deductive amount of $18,377.50, for a final Guaranteed Maximum Construction Cost amount of $307,322.70.</td>
</tr>
<tr>
<td>27A2.</td>
<td>Amendment No. 3 to Agreement No. A2800.09 with NTD Architecture, Inc. (ENCLOSURE)</td>
<td>Ratify Amendment No. 3 to Agreement No. A2800.09 with NTD Architecture, Inc. for professional architectural and engineering services related to the 570 Building and 510 Building Modernization project, inclusive, in a deductive amount not to exceed $38,583, for a new contract total, in an amount not to exceed $377,143.</td>
</tr>
<tr>
<td>27A3.</td>
<td>Subagreement with MESA (ENCLOSURE)</td>
<td>Ratify Subagreement No. AR3411.11 with MESA (Mathematics, Engineering, Science Achievement), to provide a scholarship, for the period September 1, 2011 to August 31, 2012, inclusive, in the amount of $2,000 income to the District.</td>
</tr>
<tr>
<td>27A4.</td>
<td>Agreement with Texas Engineering Experiment Station (ENCLOSURE)</td>
<td>Ratify Amendment No. 3 to Agreement No. AR2523.08 with Texas Engineering Experiment Station, for the “National Geospatial Technology Center,” for the period September 1, 2008 to August 31, 2012, inclusive, in the amount of $75,236 income to the District.</td>
</tr>
<tr>
<td>27A5.</td>
<td>Agreement with San Diego State University Research Foundation (ENCLOSURE)</td>
<td>Ratify Amendment No. 2 to Agreement No. AR2980.10 with San Diego State University Research Foundation, for the Bridges to the Future Program, for the period September 1, 2011 to August 31, 2012, inclusive, in the amount of $5,000 income to the District.</td>
</tr>
<tr>
<td>27A6.</td>
<td>Agreement with San Francisco Community College District (ENCLOSURE)</td>
<td>Ratify Agreement No. AR3403.11 with San Francisco Community College District, to establish a partnership, for the period August 1, 2011 to July 31, 2012, Inclusive, in an amount not to exceed $12,500 income to the District.</td>
</tr>
<tr>
<td>ITEM</td>
<td>Description</td>
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<tr>
<td>27A7.</td>
<td>Agreement with Yosemite Community College District, Child Development Training Consortium (ENCLOSURE)</td>
<td></td>
</tr>
<tr>
<td>(Tyner)</td>
<td>Ratify Agreement No. AR3357.11 with the Yosemite Community College District, Child Development Training Consortium, to establish a partnership, for the period September 1, 2011 to June 30, 2012, inclusive, in an amount not to exceed $12,500 income to the District.</td>
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<tr>
<td>27A8.</td>
<td>Agreement with San Diego State University Research Foundation (ENCLOSURE)</td>
<td></td>
</tr>
<tr>
<td>(Tyner)</td>
<td>Ratify Agreement No. AR3394.11 with San Diego State University Research Foundation, for the “Network for Enabling Small-Business Teaming” (NEST) program, for the period September 30, 2011 to September 29, 2012, inclusive, in the amount of $91,200 income to the District.</td>
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<tr>
<td>27A9.</td>
<td>Agreement with City of San Diego (ENCLOSURE)</td>
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<tr>
<td>(Tyner)</td>
<td>Ratify Agreement No. AR3392.11 with City of San Diego, for the “Small Business Enhancement Program” (SBEP), for the period October 1, 2011 to September 30, 2012, inclusive, in the amount of $24,000 income to the District. Application for funds was approved by the Governing Board on August 19, 2011. Acceptance of funds was approved by the Governing Board on September 14, 2011.</td>
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<tr>
<td>27B.</td>
<td>APPROVAL OF AGREEMENTS</td>
<td></td>
</tr>
<tr>
<td>27B1.</td>
<td>Agreement No. A3413.11 with Union Bank (ENCLOSURE)</td>
<td></td>
</tr>
<tr>
<td>(Temple)</td>
<td>Approve Agreement No. A3413.11 with Union Bank, authorizing the Contract for Deposit of Moneys with Union Bank, effective December 14, 2011, at no cost to the District.</td>
<td></td>
</tr>
<tr>
<td>27B2.</td>
<td>Agreement with American Institute for Foreign Study (ENCLOSURE)</td>
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</tr>
<tr>
<td>(Suarez)</td>
<td>Approve Agreement No. A3395.11 with American Institute for Foreign Study (AIFS), as a service provider for the Buenos Aires, Spanish language, semester abroad program for the period December 15, 2011 to July 30, 2012, inclusive, at no cost to the District.</td>
<td></td>
</tr>
<tr>
<td>27B3.</td>
<td>Agreement with City of San Diego (ENCLOSURE)</td>
<td></td>
</tr>
<tr>
<td>(Tyner)</td>
<td>Approve Agreement No. AR3393.11 with City of San Diego, for the “Small Business Enhancement Program” (SBEP) Small Business Development Pilot Program, Phase 3, for the period January 1 to December 31, 2012, inclusive, in the amount of $25,000 income to the District. Application for funds was approved by the Governing Board on August 10, 2011. Acceptance of funds was approved by the Governing Board on September 14, 2011. Note effective date change.</td>
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<tr>
<td>27B4.</td>
<td>Agreement with Health Sciences High and Middle College (ENCLOSURE)</td>
<td></td>
</tr>
<tr>
<td>(Tyner)</td>
<td>Approve Amendment No. 1 to Agreement No. AR3303.11 with Health Sciences High and Middle College, to provide an EMT Basic Course, for the period January 9 to May 18, 2012, inclusive, in the amount of $26,740 income to the District.</td>
<td></td>
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</table>
### Action

#### 28. AUTHORIZATION TO SUPERINTENDENT/PRESIDENT TO INITIATE RFP FOR SERVICES FOR CONSTRUCTION LABOR AGREEMENT

<table>
<thead>
<tr>
<th>Hernandez</th>
<th>Nader</th>
<th>Peraza</th>
<th>Roesch</th>
<th>Valladolid</th>
<th>Duran</th>
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<tbody>
<tr>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
<td>Aye</td>
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<td>Aye</td>
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</tbody>
</table>

Authorize the Superintendent/President to prepare initiate a Request for Proposal (RFP) for potential services for construction labor agreement, if approved, to include, but not limited to, development of agreement (including dispute resolution protocols), consultant, and administration of agreement.

#### 29. ADOPT RESOLUTION(S)

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

Recommend adoption of the listed resolution(s).

29A. RESOLUTION FOR DESTRUCTION OF RECORDS (ENCLOSURE)

(Approved)

Approve Resolution No. 1750 for Destruction of Records.

29B. UNION BANK PUBLIC ENTITY RESOLUTION (ENCLOSURE)

(Approved)

Approve Resolution No. 1751 to authorize Wayne Yanda as Treasurer for Southwestern Community College District, effective December 15, 2011.

### Information

#### 30. NON-ACTION ITEMS

30A. INFORMATION ITEMS

30A1. Southwestern College Education Association’s (S.C.E.A.’s) and Southwestern Community College District’s Joint Request To Negotiate (ENCLOSURE)

(Quarles)

The Southwestern College Education Association and the Southwestern Community College District wish to “sunshine” their joint proposal to negotiate re-openers in order to commence negotiations.

Public Hearing on the Southwestern College Education Association’s and the Southwestern Community College District’s initial proposal for negotiation of re-openers to the collective bargaining agreement will be presented on the January 11, 2012 Governing Board meeting agenda.

30A2. Submittal of Purchase Orders for Review (ENCLOSURE)

(Temple)

General Fund Nos. 204433 – 205044 On Line Requisition
Blanket Fund Nos. B1934 – B1938


(Temple)

30A4. General Fund Cash Analysis for Period Ending October 31, 2011 (ENCLOSURE)

(Temple)

30A5. Reprographic Services For Proposition R (ENCLOSURE)
<table>
<thead>
<tr>
<th>ITEM</th>
<th>30A6. Proposition R - Monthly Executive Update (ENCLOSURE)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30A7. Ratification and Approval of Service Agreements/Contract and Corresponding Purchase Order Transaction (ENCLOSURE)</td>
</tr>
<tr>
<td></td>
<td>30A8. Notice of Purchase Order Report Modification (ENCLOSURE)</td>
</tr>
<tr>
<td></td>
<td>30A9. CCFS-311Q Report for Quarter Ended September 30, 2011 (ENCLOSURE)</td>
</tr>
</tbody>
</table>

### Administrative Reports

<table>
<thead>
<tr>
<th>Administrative Reports</th>
<th>31. ADMINISTRATIVE REPORTS (Hernandez)</th>
</tr>
</thead>
<tbody>
<tr>
<td>31A. KATHY L. TYNER, M.S., INTERIM VICE PRESIDENT FOR ACADEMIC AFFAIRS</td>
<td></td>
</tr>
<tr>
<td>31B. ROBERT J. TEMPLE, CONSULTANT, BUSINESS &amp; FINANCIAL AFFAIRS</td>
<td></td>
</tr>
<tr>
<td>31C. JOSEPH QUARLES, ED.D., INTERIM VICE PRESIDENT FOR HUMAN RESOURCES</td>
<td></td>
</tr>
<tr>
<td>31D. ANGELICA L. SUAREZ, PH.D., VICE PRESIDENT FOR STUDENT AFFAIRS</td>
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### Superintendent/President's Report

<table>
<thead>
<tr>
<th>Superintendent/President's Report</th>
<th>32. SUPERINTENDENT/PRESIDENT'S REPORT (Whittaker)</th>
</tr>
</thead>
<tbody>
<tr>
<td>32A. Follow-Up Log (ENCLOSURE)</td>
<td></td>
</tr>
<tr>
<td>32B. Communications &amp; Marketing Report (ENCLOSURE)</td>
<td></td>
</tr>
</tbody>
</table>

### Board Requests For Information

<table>
<thead>
<tr>
<th>Board Requests For Information</th>
<th>33. GOVERNING BOARD REQUEST(S) FOR INFORMATION (Hernandez)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Requested</td>
<td>Board Member Requested Date</td>
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</tbody>
</table>

### Governing Board Reports

<table>
<thead>
<tr>
<th>Governing Board Reports</th>
<th>34. GOVERNING BOARD REPORTS (Hernandez)</th>
</tr>
</thead>
<tbody>
<tr>
<td>34A. STUDENT BOARD MEMBER CLAUDIA DURAN</td>
<td></td>
</tr>
<tr>
<td>34B. BOARD MEMBER HUMBERTO PERAZA, JR.</td>
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<tr>
<td>34C. BOARD MEMBER TERRI VALLADOLID</td>
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<tr>
<td>34D. BOARD MEMBER JEAN ROESCH, ED.D.</td>
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</tr>
<tr>
<td>34E. BOARD MEMBER NORMA L. HERNANDEZ</td>
<td></td>
</tr>
<tr>
<td>Superintendent/President Search Committee Expenditures Report (ENCLOSURE)</td>
<td></td>
</tr>
<tr>
<td>34F. BOARD MEMBER TIM NADER</td>
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</tbody>
</table>

Construction Labor Subcommittee Update

Nader reported on the recent meeting of the subcommittee. He indicated that the meeting was held in a facility not conducive to the meeting and also that there was miscommunication about the purpose of the meeting. He reported that another meeting would be held this week, followed by a meeting with him and Board Member Valladolid to prepare a report for the Board, and then a final meeting of the subcommittee to get their input. He reported that he expected a report to the Board
early next year. He asked for guidance from the Board, and after discussion, there was consensus to continue with a legal opinion on the applicability of agreements for Phase I of the Corner Lot and also to get input from Bob DeLiso and John Brown.

Closed Session

35. CLOSED SESSION/REPORT OF ACTION(S) (If Applicable)
   (Hernandez)
   At 11:40 p.m., Board President Hernandez reported that in closed session, the Board took action on motion by Nader, seconded by Valladolid, by unanimous voting in the affirmative to accept a settlement relating to the resignation of the Director of Payroll and Risk Management.

Adjournment

36. ADJOURNMENT 11:41 p.m.
    (Hernandez)

Information

37. NEXT REGULAR MEETING

   Wednesday, January 11, 2012 (Contingent upon Board approval at December 14 meeting.)
   Southwestern College
   Higher Education Center at Otay Mesa, Room 4500
   8100 Gigantic Street, San Diego, CA 92154

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 NADEL, GOVERNING BOARD MEMBER
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
CLAUDIA DURAN, STUDENT GOVERNING BOARD MEMBER
DENISE WHITTAKER, INTERIM SECRETARY TO THE GOVERNING BOARD AND
INTERIM 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, December 21, 2011
TIME: 6:30 p.m.
LOCATION: Southwestern College
Building 210, Room 214
900 Otay Lakes Road
Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

Southwestern Community College District, in compliance with the American Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Mary Gario 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>
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<tbody>
<tr>
<td>1.</td>
<td>CALL TO ORDER</td>
</tr>
<tr>
<td></td>
<td>(Hernandez)</td>
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<tr>
<td></td>
<td>6:30 p.m., Building 210, Room 214</td>
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<tr>
<td></td>
<td>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).</td>
</tr>
<tr>
<td></td>
<td>Present: Hernandez, Nader, Valladolid, Peraza</td>
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<tr>
<td></td>
<td>Absent: Roesch</td>
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<thead>
<tr>
<th>Pledge of Allegiance</th>
<th>2. PLEDGE OF ALLEGIANCE</th>
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<td>(Hernandez)</td>
<td>(Hernandez)</td>
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<tr>
<th>Oral Communication</th>
<th>3. ORAL COMMUNICATION</th>
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<tbody>
<tr>
<td>(Hernandez)</td>
<td>(Hernandez)</td>
</tr>
<tr>
<td>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.</td>
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<tr>
<td>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.”</td>
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<tr>
<td>No speakers.</td>
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</table>
| ITEM | 4. ANNOUNCEMENT OF CLOSED SESSION AGENDA  
| Announcement  
| 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 yellow request card (available at the reception table).  
| | CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
| | Government Code Section 54956.9(b)  
| | Number of potential cases (1)  
| Closed Session | 5. ADJOURN TO CLOSED SESSION  
| (Hernandez) |  
| | 6:40 p.m., Building 100, Conference Room A  
| | Board Member Roesch arrived at 6:40 p.m.  
| Re convene in  
| Open Session | 6. RECONVENE IN OPEN SESSION  
| (Hernandez) |  
| | 6:50 p.m., Building 210, Room 214  
| | Present: Hernandez, Nader, Valladolid, Peraza, Roesch  
| Closed Session  
| Report | 7. CLOSED SESSION REPORT OF ACTION(S) (If Applicable)  
| (Hernandez) |  
| | Building 210, Room 214  
| | Governing Board President Norma Hernandez reported the following unanimous reportable action: The Governing Board has given direction to staff to issue a statement concerning the status of our own thorough internal review of construction contracts by tomorrow morning and to continue to cooperate with the District Attorney’s Office.  
| Adjournment | 8. ADJOURNMENT 9:00 p.m.  
| (Hernandez) |  

Angelica L. Suarez, Ph.D.  
Acting Superintendent/President  

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
CLAUDIA DURAN, 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, January 4, 2012
TIME: 6:30 p.m.
LOCATION: Southwestern College
Building 210, Room 214
900 Otay Lakes Road
Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

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

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<td>Call to Order</td>
</tr>
<tr>
<td>1. CALL TO ORDER</td>
</tr>
<tr>
<td>(Hernandez)</td>
</tr>
<tr>
<td>6:36 p.m., Building 210, Room 214</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, Peraza, Roesch, Valladolid
Absent: Nader, Duran (Student Board Member)

Pledge of Allegiance |
| 2. PLEDGE OF ALLEGIANCE |
| (Hernandez) |

Oral Communication |
| 3. ORAL COMMUNICATION |
| (Hernandez) |

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.”

Board Member Nader and Student Board Member Duran arrived.
<table>
<thead>
<tr>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Derrick Roach addressed the Board regarding the recent San Diego District Attorney's investigation and Arlie Ricasa and called on the Board to take action.</strong></td>
</tr>
<tr>
<td><strong>Andrew MacNeil, SCEA President, commended the Board and administration for conducting its investigation.</strong></td>
</tr>
<tr>
<td><strong>Angelina Stuart, Academic Senate President, commended Trustee Hernandez for her recent op-ed piece and indicated that she looked forward to continue working together.</strong></td>
</tr>
</tbody>
</table>

**ANNOUNCEMENT OF CLOSED SESSION AGENDA**

(Announcement)

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(b)
Number of potential cases (1) related to San Diego County District Attorney pending investigation of College construction contracts

**ADJOURN TO CLOSED SESSION**

(Hernandez)

6:44 p.m., Building 100, Conference Room A

**RECONVENE IN OPEN SESSION**

(Hernandez)

9:45 p.m., Building 210, Room 214

**CLOSED SESSION REPORT OF ACTION(S) (If Applicable)**

(Hernandez)

Building 210, Room 214

Board President Hernandez reported the following:
The Board continues to cooperate and share information with the District Attorney and tonight took action to direct that draft findings of our internal review be given to the District Attorney to assist with their investigation. Our own internal review is ongoing and to protect the integrity of the process, the findings will be shared with the public only upon completion.

Members of the Southwestern College Governing Board acknowledge that today’s events at the office of the San Diego District Attorney have had a profound impact on our community and raised many questions about construction contracts at our institution. These questions will be answered in the days and weeks ahead as more information becomes available and the board can make legally-sound decisions based on accurate evidence.

The board and administration of Southwestern College appreciate the tremendous outpouring of support we have received from the community, students, college staff and faculty. We acknowledge that the events of the past two weeks have been unsettling and distracting. We appreciate the patience of our community and the professionalism of our faculty and staff. On Monday we will resume our important mission to educate and elevate our community with all the talent, energy and commitment Southwestern College has been known for since 1961.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: Joseph N. Quarles, Ed.D.
Vice President for Human Resources

SUBJECT: Public Hearing of Southwestern College Education Association’s and Southwestern Community College District’s Joint Proposal for Negotiations

RECOMMENDATION

Public Hearing of Southwestern College Education Association’s and Southwestern Community College District’s joint initial proposal for negotiations which was “sunshined” on December 14, 2011. [Government Code 3547].

OVERVIEW

Government Code 3547 requires that the public have the opportunity to respond to the initial proposal.

JQ:mc
Southwestern College Education Association (S.C.E.A.)
&
Southwestern Community College District (SCCD)

Negotiations Proposal

The following issues and interests are presented by the SCCD and S.C.E.A. for negotiations:

**District:**

Article III: Association Rights. The District has an interest in reviewing the process for assignment of release hours.

Article V: Leaves. The District has an interest in developing consistent reporting standards.

Article VI: Tenure Review and Faculty Evaluation. The District has an interest in clarifying the evaluation of faculty.

**SCEA:**

Article IV: Workload. SCEA has an interest in reviewing matters related to non-instructional faculty.

Appendix D: Reassigned Time. SCEA has an interest in reviewing reassigned time.

Faculty Service Areas (FSA). SCEA wishes to include new contract language related to FSA.

**Mutual:**

Article VII: Salaries. SCEA and the District have a mutual interest in exploring options for equitable compensation of faculty during the current difficult budgetary conditions.

Article VIII: Health & Welfare Benefits. SCEA and the District have a mutual interest in clarifying contract language.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: Joseph N. Quarles, Ed.D.
Vice President for Human Resources

SUBJECT: Adopt Southwestern College Education Association’s and Southwestern Community College District’s Joint Initial Proposal for Negotiations

RECOMMENDATION

Adopt Southwestern College Education Association’s and Southwestern Community College District’s joint initial proposal for negotiations. [Government Code 3547].

OVERVIEW

Pursuant to Government Code 3547, after the public has had an opportunity to respond to the initial proposal presented, the Governing Board shall adopt the initial proposal for negotiations.

JQ:mc
Southwestern College Education Association (S.C.E.A.)

&

Southwestern Community College District (SCCD)

Negotiations Proposal

The following issues and interests are presented by the SCCD and S.C.E.A. for negotiations:

District:  Article III:  Association Rights.  The District has an interest in reviewing the process for assignment of release hours.

Article V:  Leaves.  The District has an interest in developing consistent reporting standards.

Article VI:  Tenure Review and Faculty Evaluation.  The District has an interest in clarifying the evaluation of faculty.

SCEA:  Article IV:  Workload.  SCEA has an interest in reviewing matters related to non-instructional faculty.

Appendix D:  Reassigned Time.  SCEA has an interest in reviewing reassigned time.

Faculty Service Areas (FSA).  SCEA wishes to include new contract language related to FSA.

Mutual:  Article VII:  Salaries.  SCEA and the District have a mutual interest in exploring options for equitable compensation of faculty during the current difficult budgetary conditions.

Article VIII:  Health & Welfare Benefits.  SCEA and the District have a mutual interest in clarifying contract language.
Southwestern Community College District  
Purchase Order Above 78K  
Governing Board Date: January 11, 2012

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# SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
## PAYMENT OF BILLS

**PERIOD:** November 1-30, 2011

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Sub-Total

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# SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
## PAYMENT OF BILLS

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**TOTAL DISBURSEMENT BY WARRANT/CHECK FOR THE PERIOD:**  
$7,813,362.98
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: C. M. Brahmbhatt
Interim Vice President for Business and Financial Affairs

INITIATED BY: Wayne Yanda, CPA
Director of Finance

SUBJECT: Nonresident Per Unit Tuition Fee for Fiscal Year 2012-2013

RECOMMENDATION

Recommend establishment of the Nonresident Per Unit Tuition Fee for FY 2012-2013, at an amount of $190 per unit, effective with the FY 2012-2013 summer session, in accordance with Education Code Section 76140.

OVERVIEW

Education Code Section (ECS) 76140 requires the Governing Board to establish the Nonresident Per Unit Tuition Fee for the succeeding fiscal year.

The District has several options including: a) use the statewide computation of $179; b) use the District average cost computation of $188; or c) charge a different amount based upon the highest average cost for the prior four years. The District has chosen the highest average cost which is $190 or the same as 2011-2012. In addition to the nonresident tuition, foreign students who are not residents of California are required to pay the California registration fee.

FISCAL IMPACT/ACCOUNT

Income to the District/Account No. 1-38880-00000-000

wcy
## California Community Colleges
### 2012-13 NONRESIDENT FEES WORKSHEET

### NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

<table>
<thead>
<tr>
<th>2012-13 NONRESIDENT TUITION FEE (EC 76140)</th>
<th>(Col. 1) Statewide</th>
<th>(Col. 2) District</th>
<th>(Col. 3) 10% or More Noncredit FTES</th>
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<tbody>
<tr>
<td>A. Expense of Education for Base Year (2010-11 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)</td>
<td>$6,582,664,734</td>
<td>$87,770,578</td>
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<td>B. Annual Attendance FTES (Recal 2010-11)</td>
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<td>C. Average Expense of Education per FTES (A + B)</td>
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<td>$5,421</td>
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<td>D. U.S. Consumer Price Index Factor (2 years)</td>
<td>x 1.038</td>
<td>x 1.038</td>
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<td>E. Average Cost per FTES for Tuition Year (C x D)</td>
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<td>F. Average Per Unit Nonresident Cost – Semester (Qtr)</td>
<td>$179 ($119)</td>
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<td>G. Statewide average – Semester (Qtr)</td>
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<td>H. Comparable 12 state average – Semester (Qtr)</td>
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**Annual Attendance FTES** includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

**Column 3** is an option for use by a district with ten percent or more noncredit FTES (Section 76140(e)(1)(A)). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

### NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

**Option 6.** The greater amount of the calculations of statewide nonresident tuition for 2007-08 through 2012-13 is $190 per semester unit or $127 per quarter unit (2009-10).

**Option 7.** The average of the nonresident tuition fees of public community colleges in 2010-11 of no less than 12 states comparable to California in cost of living is $331 per semester unit or $221 per quarter unit.

**Requirement for Use of Option 6 or 7:** The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (EC 76140(e)(2)). Districts meeting one or more criteria below shall be considered in compliance with the requirements of EC 76140(e)(2). Please check all that apply:

- [ ] Revenue from nonresident tuition was less than 5% of total general fund revenue (2009-10).
- [x] Actual resident FTES was greater than funded resident FTES (2009-10).
- [ ] Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3) (2009-10)
- [ ] Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3 (2009-10).

*Continue to next page ➤*
The district governing board at its ________January 11__________, 2012____ meeting adopted a **nonresident tuition fee** of $____190____ per semester unit or $____n/a____ per quarter unit.

Basis for adoption is **(place an X in one box only)**.

- 1. Statewide average cost, per column 1.
- 2. District average cost, per column 2.
- 3. District average cost with 10% or more noncredit FTES, per column 3.
- 4. Contiguous district. __________________________. **(Specify district and its fee).**
- 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
- X 6. Statewide average cost, from 2009-10 ($190 per semester unit; $127 per quarter unit).
- 7. No more than average tuition of 12 states with cost of living comparable to California.

---

**NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)**

For districts electing to charge a **capital outlay fee** to **any** nonresident student, please compute this fee as follows:

a. Capital Outlay expense for 2010-11 $____n/a_______

b. FTES for 2010-11 ________________

c. Capital outlay expense per FTES **(line a divided by line b)** $____n/a_______

d. Capital Outlay Fee per unit:

1. Per semester unit **(line c divided by 30 units)** $____n/a_______

   **OR**

2. Per quarter unit **(line c divided by 45 units)** ________________

e. 2012-13 Nonresident Student Capital-Outlay Fee **(the lesser of line d OR 50% of adopted 2010-11 Nonresident Tuition Fee)** $____n/a_______

The district governing board at its ________n/a__________, 20____ meeting adopted a **nonresident capital outlay fee** of $_______ per semester unit or $_______ per quarter unit.

---

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2012, please submit a copy of this report by **February 15, 2012** to:

California Community Colleges Chancellor’s Office  
Fiscal Services Unit  
1102 Q Street, 4th Floor  
Sacramento, CA 95811-6549  
FAX (916) 323-3057

**District**  Southwestern Community College District

**Contact Person**  Wayne Yanda, Director of Finance

**Phone Number & email**  619-482-6414 / wyanda@swccd.edu
MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

 SUBMITTED BY: Joseph N. Quarles, Ed.D  
Interim Vice President for Human Resources

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

SUBJECT: Employment of John Pickelle

I recommend the employment of John Pickelle as Assistant Professor of Photography (Digital Imaging), effective January 6, 2012. This is a 10-month, tenure-track position.

Mr. Pickelle has earned the following degrees:
- Master of Fine Arts in Art/Photography, San Jose State University in 2010
- Bachelor of Fine Arts in Photography, Academy of Art University in 2001

Mr. Pickelle has held the following positions:
- 2010 – 2011, Assistant Professor of Digital Photography, East Los Angeles College, Monterey Park
- 2009, Part-time Photography Instructor, San Jose State University
- 2008 – 2009, Founding Director of Outreach/Ceramics, Korean Central Presbyterian Church, Daly City
- 2008, Part-time Ceramic Instructor, College of San Mateo Adult Education
- 2007 – 2008, Ceramics Teachers Assistant, College of San Mateo
- 2005 – 2008, Part-time Photography Instructor, Academy of Art University, San Francisco
- 1999 – 2000, Part-time Junior Art Director/Production, Glow Communications, San Francisco
- 1996 – Present, Freelance Photographer and Graphic Designer

MN: IQ
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:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>PROJECT</th>
<th>DURATION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ames, Carol</td>
<td>CNA High School Instructor</td>
<td>HSHMCA</td>
<td>01/06/12-06/30/12</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Cruz, Rosemarie</td>
<td>Lead CNA High School Instructor</td>
<td>HSHMCA</td>
<td>01/06/12-06/30/12</td>
<td>$5,256.00</td>
</tr>
<tr>
<td>Fiorez, Jamie</td>
<td>Lead CNA High School Instructor</td>
<td>HSHMCA</td>
<td>01/06/12-06/30/12</td>
<td>$5,256.00</td>
</tr>
<tr>
<td>Reynolds, Mylene</td>
<td>CNA High School Instructor</td>
<td>HSHMCA</td>
<td>01/06/12-06/30/12</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Johnson, Debra</td>
<td>Skill Development Clinic</td>
<td>Perkins</td>
<td>08/15/11-12/16/11</td>
<td>$1,477.50</td>
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<tr>
<td>Lawson, Kathleen</td>
<td>Skill Development Clinic</td>
<td>Perkins</td>
<td>08/15/11-12/16/11</td>
<td>$1,477.50</td>
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<tr>
<td>Petralia, Laurie</td>
<td>Skill Development Clinic</td>
<td>Perkins</td>
<td>08/15/11-12/16/11</td>
<td>$1,477.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$24,564.50</strong></td>
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</tbody>
</table>

2. **Minimum Qualifications Equivalency**

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

2011-12

<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
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</thead>
<tbody>
<tr>
<td>Gabler, Christopher</td>
<td>Astronomy (until December 2012)</td>
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<tr>
<td>Beeman, Amy</td>
<td>Psychology</td>
</tr>
<tr>
<td>Pantoja, Greg</td>
<td>History</td>
</tr>
<tr>
<td>McCormick, Blanca</td>
<td>Psychology</td>
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</tbody>
</table>

3. **Adjunct Faculty Hires**

Notification of hired adjunct faculty for the Spring 2012 semester:

<table>
<thead>
<tr>
<th>NAME</th>
<th>DEPARTMENT/SCHOOL</th>
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</thead>
<tbody>
<tr>
<td>Porter, Harvey</td>
<td>HESA</td>
</tr>
<tr>
<td>Lesser, Matthew</td>
<td>LANG</td>
</tr>
<tr>
<td>Daud, Solomon</td>
<td>MSE</td>
</tr>
<tr>
<td>Diwa, Philipp</td>
<td>MSE</td>
</tr>
<tr>
<td>Gabler, Christopher</td>
<td>MSE</td>
</tr>
<tr>
<td>Nguyen, Johnny</td>
<td>MSE</td>
</tr>
<tr>
<td>Vargas, Malloi</td>
<td>MSE</td>
</tr>
<tr>
<td>Beeman, Amy</td>
<td>SOC</td>
</tr>
<tr>
<td>Clinton, Sarah</td>
<td>SOC</td>
</tr>
<tr>
<td>McCormick, Blanca</td>
<td>SOC</td>
</tr>
<tr>
<td>Neal, Teresa</td>
<td>SOC</td>
</tr>
<tr>
<td>Pantoja, Greg</td>
<td>SOC</td>
</tr>
<tr>
<td>Springer, Alexandria</td>
<td>SOC</td>
</tr>
</tbody>
</table>
SUMMARY

2011-12

1. Academic Assignments/Stipends
   a. Non-Contractual (Project/Grant/Fee Funded)  N/A  $24,564.50
   b. Minimum Qualifications Equivalency  N/A  N/A
   c. Adjunct Faculty Hires

GRAND TOTAL:  $24,564.50

ASTERISK

LEGEND

* Average cost for adjunct to backfill for full-time faculty reassigned time.
<table>
<thead>
<tr>
<th>LEGEND ABBREVIATION</th>
<th>DESCRIPTION</th>
<th>LEGEND ABBREVIATION</th>
<th>DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>ACAF</td>
<td>Academic Affairs</td>
<td>LEAPS</td>
<td>Learning English for Academic Purposes</td>
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<tr>
<td>ACAS</td>
<td>Academic Senate</td>
<td>LEAPT</td>
<td>Learning English for Academic Purpose Teaching</td>
</tr>
<tr>
<td>ACCT</td>
<td>Accounting</td>
<td>LIB</td>
<td>Library</td>
</tr>
<tr>
<td>ACE/WAL</td>
<td>ACE/Walmart Success for Veteran Award Grants Program</td>
<td>LS</td>
<td>Life Science</td>
</tr>
<tr>
<td>AJ</td>
<td>Administration of Justice</td>
<td>MAAC</td>
<td>Metropolitan Area Advisory Committee</td>
</tr>
<tr>
<td>AOC</td>
<td>Accreditation Oversight Committee</td>
<td>MATH</td>
<td>Mathematics</td>
</tr>
<tr>
<td>APT</td>
<td>Applied Technologies</td>
<td>MLT</td>
<td>Medical Lab Technology</td>
</tr>
<tr>
<td>ART</td>
<td>Arts &amp; Communication</td>
<td>MFT</td>
<td>Marriage Family Therapy</td>
</tr>
<tr>
<td>ASC</td>
<td>Academic Success Center</td>
<td>MSE</td>
<td>Mathematics, Science &amp; Engineering</td>
</tr>
<tr>
<td>BETSI</td>
<td>Biotechnology Education &amp; Training Sequence Investment</td>
<td>NGST</td>
<td>National Geospatial Technology</td>
</tr>
<tr>
<td>BPA</td>
<td>Basic Police Academy</td>
<td>NSF</td>
<td>National Science Foundation</td>
</tr>
<tr>
<td>BPTE</td>
<td>Business, Professional &amp; Technical Education</td>
<td>NSF-ATE</td>
<td>National Science Foundation for the Advancement for Technology Education</td>
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<tr>
<td>BRIDGES</td>
<td>Bridges to the Future Program</td>
<td>NURS</td>
<td>Nursing</td>
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<td>BRN</td>
<td>Board of Registered Nurses</td>
<td>OIS</td>
<td>Office Information Systems</td>
</tr>
<tr>
<td>BSCI</td>
<td>Behavioral Sciences</td>
<td>OWL</td>
<td>Online Writing Center</td>
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<tr>
<td>BSI</td>
<td>Basic Skills Initiative</td>
<td>PA</td>
<td>Performing Arts</td>
</tr>
<tr>
<td>BUSA</td>
<td>Business Administration</td>
<td>PD</td>
<td>Personal Development</td>
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<tr>
<td>CD</td>
<td>Child Development</td>
<td>PS</td>
<td>Physical Sciences</td>
</tr>
<tr>
<td>CDCG</td>
<td>Child Development Consortium Grant</td>
<td>PSP</td>
<td>Power Study Program</td>
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<tr>
<td>COMM</td>
<td>Communication</td>
<td>RDG</td>
<td>Reading</td>
</tr>
<tr>
<td>COUN</td>
<td>Counseling &amp; Personal Development</td>
<td>ROP</td>
<td>Regional Occupations Program</td>
</tr>
<tr>
<td>CSTU</td>
<td>Cultural Studies</td>
<td>SCI</td>
<td>Sciences</td>
</tr>
<tr>
<td>CTELA</td>
<td>Career/Technical Education &amp; Learning Assistance</td>
<td>SDICCCA</td>
<td>San Diego Imperial County Community Colleges Association</td>
</tr>
<tr>
<td>CTS</td>
<td>Comprehensive Training System</td>
<td>SDSU</td>
<td>San Diego State University (SDSU) Research Foundation</td>
</tr>
<tr>
<td>CEEWID</td>
<td>Continuing Education, Economic &amp; Workforce Development</td>
<td>SDWP</td>
<td>San Diego Workforce Partnership</td>
</tr>
<tr>
<td>DH</td>
<td>Dental Hygiene</td>
<td>SLO</td>
<td>Student Learning Outcomes</td>
</tr>
<tr>
<td>DSS</td>
<td>Disability Support Services</td>
<td>SMT</td>
<td>Sierra Medical Technology</td>
</tr>
<tr>
<td>ELEC</td>
<td>Electronics</td>
<td>SOC</td>
<td>Social Sciences &amp; Humanities</td>
</tr>
<tr>
<td>EMT/P</td>
<td>Emergency Medical</td>
<td>SSCI</td>
<td>Social Sciences</td>
</tr>
<tr>
<td>ENGL</td>
<td>English</td>
<td>STEPUP</td>
<td>STEP UP Biotech</td>
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<tr>
<td>ESHA</td>
<td>Exercise Science/Athletics</td>
<td>SLO</td>
<td>Student Learning Outcome</td>
</tr>
<tr>
<td>ESL</td>
<td>English-as-a-Second Language</td>
<td>TA</td>
<td>Teaching Assistant</td>
</tr>
<tr>
<td>FS</td>
<td>Fire Science</td>
<td>TTT</td>
<td>Technology Task Team</td>
</tr>
<tr>
<td>FSP</td>
<td>Fitness Specialist Program</td>
<td>UO</td>
<td>University of Oklahoma</td>
</tr>
<tr>
<td>GBP</td>
<td>Green Building Program</td>
<td>VA</td>
<td>Visual Arts</td>
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<tr>
<td>HEC-NC</td>
<td>Higher Education Center at National City &amp; Crown Cove</td>
<td>VESL</td>
<td>Vocational English Second Language</td>
</tr>
<tr>
<td>HEC-CM</td>
<td>Higher Education Center at Aquatic Center at Coronado</td>
<td>WC</td>
<td>Writing Center</td>
</tr>
<tr>
<td>HEC-SY</td>
<td>Higher Education Center at Otay Mesa</td>
<td>WELC</td>
<td>Writing Essentials Learning</td>
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<tr>
<td>HESA</td>
<td>Health, Exercise Science &amp; Athletics</td>
<td>WI</td>
<td>Communities Control</td>
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<td>HLTH</td>
<td>Health</td>
<td>WIL</td>
<td>World Languages</td>
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<tr>
<td>HSHMCA</td>
<td>Health Sciences High &amp; Middle College Agreement</td>
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<tr>
<td>HUM</td>
<td>Humanities</td>
<td></td>
<td></td>
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<tr>
<td>IP</td>
<td>International Programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ISS</td>
<td>Instructional Support Services</td>
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</tr>
<tr>
<td>KC1</td>
<td>Kern County 1</td>
<td></td>
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</tr>
<tr>
<td>KC2</td>
<td>Kern County 2</td>
<td></td>
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</tr>
<tr>
<td>LANG</td>
<td>Language &amp; Literature</td>
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<td></td>
</tr>
</tbody>
</table>

3
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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Department/School</th>
<th>Pay Rate</th>
<th>Start-End Date</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Castro, Amor</td>
<td>Event Assistant</td>
<td>Arts &amp; Comm</td>
<td>$13.22</td>
<td>01/09/12-06/30/12</td>
<td>$160.13</td>
</tr>
<tr>
<td>Luna, Olga</td>
<td>Event Assistant</td>
<td>Arts &amp; Comm</td>
<td>$13.22</td>
<td>01/09/12-06/30/12</td>
<td>$160.13</td>
</tr>
<tr>
<td>St. Jacques, Angelique</td>
<td>Clerk Aide</td>
<td>Arts &amp; Comm</td>
<td>$12.00</td>
<td>01/02/12-02/29/12</td>
<td>$363.39</td>
</tr>
<tr>
<td>Tate, Corresha</td>
<td>Event Assistant</td>
<td>Arts &amp; Comm</td>
<td>$13.22</td>
<td>01/09/12-06/30/12</td>
<td>$160.13</td>
</tr>
<tr>
<td>Adamos, Marianne</td>
<td>Cashiering Assistant</td>
<td>Finance/Cashiers</td>
<td>$8.00</td>
<td>12/12/11-06/30/12</td>
<td>$2,616.41</td>
</tr>
<tr>
<td>Villagas, Estella</td>
<td>Hwy Food Service Worker</td>
<td>Food Services</td>
<td>$12.67</td>
<td>01/09/12-05/18/12</td>
<td>$9,453.86</td>
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<tr>
<td>Hernandez, Ninfa</td>
<td>Clerk Aide</td>
<td>HEC-SY</td>
<td>$13.82</td>
<td>01/02/12-01/13/13</td>
<td>$2,678.45</td>
</tr>
<tr>
<td>Hedger, Eva</td>
<td>Professional Expert</td>
<td>ISS</td>
<td>$36.02</td>
<td>01/03/12-05/31/12</td>
<td>$7,330.01</td>
</tr>
<tr>
<td>White, Brett**</td>
<td>Vehicle &amp; Equip Mechanic</td>
<td>Maintenance</td>
<td>$23.90</td>
<td>12/02/11-01/31/12</td>
<td>$6,948.02</td>
</tr>
<tr>
<td>Quintern, Gonzalo**</td>
<td>Student Activities Assistant</td>
<td>Student Activities</td>
<td>$23.01</td>
<td>11/30/11-02/28/12</td>
<td>$8,919.04</td>
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<td>$38,789.55</td>
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</table>

1b. District-Funded Assignments

2011-12

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Department/School</th>
<th>Pay Rate</th>
<th>Start-End Date</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adame, Cristobal</td>
<td>Asst Coach-Men T&amp;F</td>
<td>HESA</td>
<td>$25.00</td>
<td>01/12/12-05/25/12</td>
<td>$1,120.45</td>
</tr>
<tr>
<td>Adame, Cristobal</td>
<td>Asst Coach-Women T&amp;F</td>
<td>HESA</td>
<td>$25.00</td>
<td>01/12/12-05/25/12</td>
<td>$1,120.45</td>
</tr>
<tr>
<td>Atencio, Karla</td>
<td>Asst Coach-Men T&amp;F</td>
<td>HESA</td>
<td>$25.00</td>
<td>01/12/12-05/25/12</td>
<td>$1,120.45</td>
</tr>
<tr>
<td>Basinski, Tom</td>
<td>Shot Clock Operator</td>
<td>HESA</td>
<td>$10.00</td>
<td>01/12/12-04/30/12</td>
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<tr>
<td>Dean, Robert</td>
<td>Asst Coach-Men T&amp;F</td>
<td>HESA</td>
<td>$10.00</td>
<td>01/12/12-05/25/12</td>
<td>$302.83</td>
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<tr>
<td>Dean, Robert</td>
<td>Asst Coach-Women T&amp;F</td>
<td>HESA</td>
<td>$10.00</td>
<td>01/12/12-05/25/12</td>
<td>$302.83</td>
</tr>
<tr>
<td>Juarez, Olivia</td>
<td>Asst Coach-Men T&amp;F</td>
<td>HESA</td>
<td>$25.00</td>
<td>01/12/12-05/25/12</td>
<td>$1,514.13</td>
</tr>
<tr>
<td>Juarez, Olivia</td>
<td>Asst Coach-Women T&amp;F</td>
<td>HESA</td>
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<td>01/12/12-05/25/12</td>
<td>$1,544.41</td>
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<tr>
<td>Wagner, Ruesell</td>
<td>Asst Coach-Women T&amp;F</td>
<td>HESA</td>
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<td>01/12/12-05/25/12</td>
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<td>Wosowski, Kuba</td>
<td>Asst Coach-Women T&amp;F</td>
<td>HESA</td>
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<td>01/12/12-05/25/12</td>
<td>$1,998.65</td>
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<td></td>
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<td>$12,548.69</td>
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</tbody>
</table>

1
1c. Fee-Based/Project/Grant Funded Assignments
Notification of the following short-term, non-academic hourly assignments; funding previously approved by the Governing Board:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DEPARTMENT/SCHOOL</th>
<th>PAY RATE</th>
<th>START-END DATE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haro, David</td>
<td>Bookstore Ops Assistant</td>
<td>Bookstore</td>
<td>$17.50</td>
<td>12/12/11-02/13/12</td>
<td>$7,122.44</td>
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<tr>
<td>Nebo, Donna</td>
<td>Project Clerk</td>
<td>BPTE</td>
<td>$20.00</td>
<td>01/03/12-02/28/12</td>
<td>$4,360.68</td>
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<tr>
<td>Nario, Alex</td>
<td>Student Svcs Associate</td>
<td>Financial Aid</td>
<td>$17.61</td>
<td>12/05/11-01/31/12</td>
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<td>Bond, Janka</td>
<td>Project Clerk</td>
<td>HEC-NC</td>
<td>$16.25</td>
<td>12/08/11-03/20/12</td>
<td>$2,362.04</td>
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<tr>
<td>Jacobs, Karen</td>
<td>Test Coordinator</td>
<td>HEC-OM</td>
<td>$50.00</td>
<td>12/14/11-06/30/12</td>
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<tr>
<td>Bakit, Sabrina</td>
<td>Project Assistant</td>
<td>SBDC</td>
<td>$16.50</td>
<td>01/20/12-05/08/12</td>
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<tr>
<td>Ballow, Austin</td>
<td>Financial Consultant Trainee</td>
<td>SBDC Network</td>
<td>$30.00</td>
<td>11/28/11-06/30/12</td>
<td>$2,180.34</td>
</tr>
<tr>
<td>Ballow, Austin</td>
<td>Financial Consultant</td>
<td>SBDC Network</td>
<td>$35.00</td>
<td>11/28/11-06/30/12</td>
<td>$9,327.01</td>
</tr>
<tr>
<td>Burkart, Michelle</td>
<td>Business Consultant Trainee</td>
<td>SBDC Network</td>
<td>$30.00</td>
<td>11/28/11-06/30/12</td>
<td>$2,180.34</td>
</tr>
<tr>
<td>Burkart, Michelle</td>
<td>Business Consultant</td>
<td>SBDC Network</td>
<td>$35.00</td>
<td>01/01/12-06/30/12</td>
<td>$9,327.01</td>
</tr>
<tr>
<td>Tucker, Jan</td>
<td>Marketing Consultant</td>
<td>SBDC Network</td>
<td>$30.00</td>
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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

<p>| | | | | | |</p>
<table>
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<td>12,546.69</td>
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GRAND TOTAL:
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<tr>
<td>ACLS</td>
<td>Advance Cardiac Life Support</td>
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<td>ADN</td>
<td>Associate Degree Nursing</td>
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<td>ARRA</td>
<td>American Recovery &amp; Reinvestment Act</td>
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<td>A&amp;R</td>
<td>Admissions &amp; Records</td>
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<tr>
<td>ASC</td>
<td>Academic Success Center</td>
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<tr>
<td>BETSI II</td>
<td>Biotechnology Education &amp; Training Sequence</td>
</tr>
<tr>
<td>BFAP</td>
<td>Board of Financial Assistance Program</td>
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<td>BPTE</td>
<td>School of Business, Professional and Technical Education</td>
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<tr>
<td>BSI</td>
<td>Basic Skills Initiative</td>
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<td>CCAMPIS</td>
<td>Child Care Assess Means Parents in School</td>
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<td>Communications, Community &amp; Government Relations</td>
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<td>Community Development Block Grant</td>
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<td>DSS</td>
<td>Disability Support Services Extended Opportunities Services</td>
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<td>EOPS</td>
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<td>FRC</td>
<td>Family Resource Center</td>
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<td>HEC-NC</td>
<td>Higher Education Center at National City &amp; Crown Cove Aquatic Center at Coronado</td>
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<td>Higher Education Center at National City/Family Resource Center</td>
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<td>HEC-OM</td>
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<td>HEC-SY</td>
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<td>iLeap</td>
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<td>English for Academic Purposes</td>
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<td>ITC</td>
<td>Instructional Support Services</td>
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<td>Lang &amp; Lit</td>
<td>Interdisciplinary Tutorial Center</td>
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<tr>
<td>LRC</td>
<td>School of Language &amp; Literature</td>
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<tr>
<td>MSE</td>
<td>Learning Resource Center</td>
</tr>
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<td>MW</td>
<td>School of Mathematics, Sciences &amp; Engineering Men &amp; Women</td>
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<td>NAP</td>
<td>Navy Apprenticeship Program</td>
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<td>National Geospatial Technology Center</td>
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<td>OWL</td>
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<td>PFA</td>
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<td>PCCS</td>
<td>Purchasing, Contracting &amp; Central Services</td>
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<td>Res, Plan &amp; Grants</td>
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<td>SBDC Network</td>
<td>Small Business Development Center</td>
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<td>SBDITC</td>
<td>Small Business Development Center &amp; International Trade Center</td>
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<td>SCPD</td>
<td>School of Counseling &amp; Personal Development</td>
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<td>Tutors, Teens, &amp; Teens</td>
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<td>WC</td>
<td>Writing Center</td>
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<td>WMN</td>
<td>Women's Math Network</td>
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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: C.M. Brahmbhatt
Interim Vice President for Business and Financial Affairs

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

SUBJECT: Amendment No. 8 to Agreement with Echo Pacific Construction, Inc.

RECOMMENDATION

Ratify Amendment No. 8 to Agreement No. A2948.10 with Echo Pacific Construction, Inc., for additional construction management at risk services related to Building 570/510 Modernization, for the period April 15, 2010 to December 31, 2011, inclusive, in an amount not to exceed $69,443.00, for a new Guaranteed Maximum Construction Cost, in an amount not to exceed $3,843,790.19.

RATIONALE FOR RATIFICATION

The Governing Board previously approved Agreement No. A2948.10 on April 15, 2010. This amendment reflects District requests and the processing of the Guaranteed Maximum Construction Cost for the project. This ratification is in accordance with Education Code 81655.

OVERVIEW

Echo Pacific Construction, Inc. provided labor and materials to repair uneven existing concrete slab and additional concrete paving related to Building 570/510 Modernization that was not included in the original scope. This additional scope was necessary in order to meet the requirements of the Americans with Disabilities Act (ADA).

Construction management at risk contracts are assigned previously bid trade contracts through novation agreements. This adjusts the Guaranteed Maximum Construction Cost to include the additional work performed by the trade contractor. The construction management at risk contract must then be amended to reflect the general conditions, percentage fee, and contingency based on the final trade contract bid prices. These amendments are made in accordance with the original contract's terms and conditions. These services will be funded by Proposition AA.

FISCAL IMPACT/ACCOUNT

NTE $69,443.00 Cost to the District/Account Nos.: 0-46210-718646-000 (Building 570 - Proposition AA Funds) 0-46210-718648-000 (Building 510 - Proposition AA Funds)

JRB:mk
Southwestern Community College District  
Amendment to Agreement  
With  
Echo Pacific Construction, Inc.  

Amendment No. Eight (8)  
January 11, 2012

Southwestern Community College District and Echo Pacific Construction, Inc. entered into Agreement No. A2948.10 on April 15, 2010 to provide construction management at risk services for the Building 570 and 510 Modernization project.

Due to District Americans with Disabilities Act (ADA), Echo Pacific Construction, Inc. provided labor and material to repair uneven existing concrete slab and additional concrete paving related to the Building 570 and 510 Modernization. The costs associated with the added scope will be paid to the individual trade contractors that performed the work.

| Additional Concrete Paving for ADA Access | $53,313.00 |
| Repair of Existing Concrete Slab         | $16,130.00 |

This amendment will increase the construction management at risk agreement with Echo Pacific Construction, Inc. in an amount not to exceed $69,443.00, for a new Guaranteed Maximum Construction Cost, in an amount not to exceed $3,843,790.19.

Construction management at risk contracts are assigned previously bid trade contracts through novation agreements. This adjusts the Guaranteed Maximum Construction Cost to include the additional work performed by the trade contractor. The construction management at risk contract must then be amended to reflect the general conditions, percentage fee, and contingency based on the final trade contract bid prices. These amendments are made in accordance with the original contract's terms and conditions.

No Further Modifications Have Been Made To This Agreement

Southwestern Community College District

Melinda Nish, Ed.D.  
Superintendent/President  
900 Otay Lakes Road  
Chula Vista, CA 91910

Echo Pacific Construction, Inc.

Christopher Rowe  
President  
1230 Simpson Way  
Escondido, CA 92029

Originator: John R. Brown, Director of Facilities, Operations and Planning  
Account Nos.: 0-46210-718646-000 (Building 570 - Proposition AA Funds) 0-46210-718648-000 (Building 510 - Proposition AA Funds)
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: C.M. Brahmbhatt
Interim Vice President for Business and Financial Affairs

INITIATED BY: Wayne Yanda, CPA
Director of Finance

SUBJECT: Agreement with ACS Education Services, Inc.

RECOMMENDATION

Approve Agreement No. A3421.12 with ACS Education Services Inc., to assist Southwestern College in meeting its tax obligation and reporting requirements under Section 6050s of the Taxpayer Relief Act of 1997, for the period January 12, 2012 to January 11, 2015, inclusive, in the amount of $24,140 per year, for a total cost not to exceed $72,420.

OVERVIEW

Section 6050s of the Taxpayer Relief Act of 1997 established the Hope Scholarship Credits and the Lifetime Learning Tax Credits that require all post-secondary institutions to accurately report payment of qualified tuition and related expenses paid to the institution. The Taxpayer Relief Act requires that the District send a report to the student and Internal Revenue Service (IRS) on an annual basis. The Finance Office recommends retaining ACS Education Services to satisfy its obligations of reporting to the IRS and the students. In addition to meeting the reporting requirements, some of the highlights of additional services to the students are as follows:

- Taxpayer Relief Act of 1997 brochure included in the 1098-T mailing.
- Website with secure internet access to data for students.
- Web support for school personnel (add and modify student data).
- Direct link to on-line documentation for students and staff.
- Free 1098-T reprint capability from school and student Web sites (actual 1098-T image on-line).
- Provide reporting capability and statistical data and data archive for 5 years.
- ACS will interface with the District and IRS to research/resolve IRS issues.

FISCAL IMPACT/ACCOUNT

$72,420 Cost to the District/Account No. 1-45110-672000-000. This amount is based upon an estimated student count of 34,000 (estimate) records at $0.71 per record.

WCY: jr
Hope Scholarship/Lifetime Learning Tax Credits
Tax Credit Reporting Service (TCRS) Agreement

Southwestern Community College District
January 11, 2012
THIS AGREEMENT is made and entered into as of January 11, 2012 by and between ACS EDUCATION SERVICES, INC. ("ACS") at 1 World Trade Center, Suite 2200, Long Beach, California 90831 and Southwestern Community College District ("THE SCHOOL"), with reference to the following facts:

A. Section 6050s of the Taxpayer Relief Act of 1997 (the "Act"), which established the Hope Scholarship Credits and the Lifetime Learning Tax Credits, requires all post-secondary institutions, including THE SCHOOL, to accurately report payment of qualified tuition and related expenses paid to it by, or on behalf of, all students (the "Students") to both the student (the "Students") and to the Internal Revenue Service (the "IRS"), on an annual basis.

B. THE SCHOOL desires that ACS assist it, and ACS desires to assist THE SCHOOL, in THE SCHOOL's satisfaction of its obligations to report information to the IRS, the Students, and the Taxpayers under the Act.

Now, therefore, ACS and THE SCHOOL hereby agree as follows:

I. ACS's Obligations.

A. ACS shall assist THE SCHOOL in the satisfaction of THE SCHOOL's obligations to report information to the IRS, Students and Taxpayers as required by the Act by providing a tuition tax credit reporting service to THE SCHOOL. The parties recognize that these reporting requirements may vary from year to year due to legislative or regulatory changes. In so assisting THE SCHOOL, ACS will prepare and mail Form 1098-Ts and will provide the data management, call center customer service and reporting in accordance with generally established procedures and industry standards and practices. ACS will also maintain and disseminate information on the terms of the Act and related IRS regulations to Taxpayers, Students and THE SCHOOL; provided, however, that in doing so ACS shall not be deemed to be rendering any tax or legal advice whatsoever.

B. In addition to the services described above, THE SCHOOL may request that ACS (i) issue notices and other correspondence, such as W-9-S Forms to Students and Taxpayers, in a format defined by the IRS and mutually agreeable to ACS and THE SCHOOL, (ii) update the database with data provided by Students and Taxpayers, (iii) notify THE SCHOOL of all mail returned undeliverable, as well as non-responsive accounts, (iv) perform skip tracing on returned mail with the understanding that an additional charge may be associated with this activity and/or (v) perform other services related to these programs, such as reporting of 1098-E information. If THE SCHOOL so requests, ACS will perform such additional services for additional fees to be mutually agreed upon by ACS and THE SCHOOL.

C. Within a reasonable period after delivery of the "Electronic Listing" to ACS (as provided in Section 2 below), ACS shall update its database by adding student demographic information, student financial information, and any other new information that may be required to meet the Act's reporting obligations. ACS will institute reasonable controls to maintain the Electronic Listing and other information provided by THE SCHOOL to ACS for purposes of this Agreement in a secure and confidential manner, protected from unauthorized access. ACS
and THE SCHOOL will agree upon the designated personnel of THE SCHOOL who will have access to this information while in ACS’s control. ACS recognizes that it has no authority to make any disclosures of educational record information which it receives from THE SCHOOL except in furtherance of THE SCHOOL’s reporting obligations under the Hope Scholarship and Lifetime Learning Credit Programs.

D. ACS will institute and maintain reasonable controls to insure that all information it reports to Students, Taxpayers and/or the IRS is consistent with the Electronic Listing and other data provided by THE SCHOOL. By undertaking the duties provided above, ACS assumes no responsibility for the truth, accuracy or completeness of the Electronic Listing or any other information provided to ACS by THE SCHOOL, it being understood and agreed that THE SCHOOL shall be responsible for insuring the currency, accuracy and completeness of all information delivered by it to ACS and ACS shall be entitled to rely on all such information.

2. THE SCHOOL’s Obligations.

THE SCHOOL shall provide ACS, on a mutually agreeable schedule but no later than January 15th of each calendar year subsequent to the Tax Year being reported, an electronic listing (the “Electronic Listing”) of the Student and tuition and fee payment information required to comply with the reporting obligations of the Act, and consistent with the level of service selected in accordance with Section 1 and Attachment A, in a mutually agreeable format. THE SCHOOL shall institute and maintain reasonable controls to insure that the Electronic Listing and all other information provided to it by ACS is current, accurate and complete. THE SCHOOL shall be solely responsible for assuring that its administration of the Hope Scholarship and Lifetime Learning Credit programs complies with all applicable federal, state and local laws and regulations.

3. Charges.

THE SCHOOL shall pay ACS for services rendered pursuant to this Agreement according to the schedule of fees in Attachment A, within thirty (30) days after receipt of an invoice sent by ACS to THE SCHOOL. Payments become delinquent if not received by ACS within thirty (30) days from the date of receipt, and thereafter shall incur a late charge of one and one-half percent (1-1/2%) per month until paid.

4. Terms and Termination.

A. This Agreement is for a term beginning January 12, 2012 and ending on January 11, 2015.

B. Either party may terminate this Agreement before its expiration upon a material breach by the other party, if such breach has not been cured within ninety (90) days after written notice of such material breach has been sent to the other party, which written notice shall specify in reasonable detail the alleged breach and reference this provision; provided, however, that the notice and cure period shall only be thirty (30) days if the breach is the non-payment of ACS’s fees or other charges.

Confidential and Proprietary
5. Exclusion of Warranties and Limitations of Liability.

A. ACS shall use due care and diligence in performing its reporting services hereunder in a timely manner consistent with the Hope Scholarship Credit and Lifetime Learning Credit programs as reasonably interpreted and understood by ACS. ACS HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO ITS SERVICES UNDER THIS AGREEMENT, AND NO EMPLOYEE, AGENT OR REPRESENTATIVE OF ACS HAS THE AUTHORITY TO BIND ACS TO ANY OTHER ORAL OR WRITTEN REPRESENTATION OR WARRANTY. ACS shall be entitled to cure at its own expense any error or omission in the performance of its duties under this Agreement by the reperformance of such duties.

B. Notwithstanding the form in which any legal or equitable action may be brought, whether in contract, tort, negligence, strict liability or otherwise, ACS shall only be liable for losses and liabilities which result solely and directly from ACS's negligence or willful misconduct; provided, however, that in any event other than willful misconduct, such liability shall be limited to reperformance as stated above or to general money damages in an aggregate amount with respect to any Student not to exceed the amount paid for ACS's services by THE SCHOOL with respect to such Student, and this shall be the sole and exclusive remedy of THE SCHOOL for any event, act or circumstance arising under or relating to this Agreement or ACS's services.

C. IN NO EVENT SHALL EITHER ACS OR THE SCHOOL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO OR ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. These limitations on the parties' liability and exclusion of damages are independent of any other remedy or provision.

D. No claim or action, regardless of form, arising out of in any way related to any act or omission by ACS in connection with this Agreement or its services hereunder shall be brought by THE SCHOOL more than one year after the act or omission by ACS giving rise to such claim or action. The parties agree that the provisions of this Section 5 have been reflected in the amount of the charges payable by THE SCHOOL to ACS for the Service, are an essential part of the basis for the bargain between the parties, and that ACS would not have entered into this Agreement but for such provisions.

6. Indemnification.
If ACS is required to appear in or is made a defendant in any legal action or other proceeding commenced by a Student, a Taxpayer, the IRS or another third party with respect to ACS’s performance or non-performance of its services hereunder as a result of all or any part of the Electronic Listing or other data or information delivered to ACS by THE SCHOOL not being current, complete and accurate, THE SCHOOL shall defend and indemnify ACS against, and hold it harmless from, all claims, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising thereunder, unless and until a final judgment is entered by a court properly holding that the claim or action resulted directly and solely from the negligence or willful misconduct by ACS under this Agreement, in which case ACS shall thereafter defend and indemnify THE SCHOOL against, and hold it harmless from, all claims, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising from such negligence or willful misconduct (subject to Section 5 above). All obligations of THE SCHOOL to indemnify and defend in this paragraph are subject to the limits of the Local Government Tort Claims Act as provided in state law.

7. Miscellaneous.

A. All specifications, tapes, data cards, programs, forms and procedures used or developed by ACS in connection with this Agreement (except those supplied by THE SCHOOL) shall be and remain the sole property of ACS. Upon termination or expiration of this Agreement, ACS shall return all Electronic Listings and any other information previously delivered to it by THE SCHOOL under this Agreement, provided, however, that ACS may retain such copies of any such information as it deems necessary or appropriate.

B. This Agreement and its performance shall be governed by the internal laws of the State of California. Any legal action or other proceeding related to this Agreement or the services provided hereunder shall be brought in the appropriate State or Federal courts in Maryland, and all parties waive any objection to venue in such courts and consent to the exclusive jurisdiction of such courts.

C. This Agreement supersedes any prior agreement and contains the entire agreement of the parties on the subject matter hereof. No other agreement, statement or promise made by any party to any employee, officer or agent of the other party to this Agreement, or any other person, that is not in writing and signed by both parties to this Agreement, shall be binding upon them. No waiver, alteration or modification of the Agreement shall bind ACS or THE SCHOOL unless in writing and duly executed by ACS and THE SCHOOL.

D. Any notice required under this Agreement shall be in writing and shall be effective upon personal delivery or facsimile transmission or upon receipt after being sent by Federal Express or mailed by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows: If to ACS, at One World Trade Center, Suite 2200, Long Beach, California 90831-2200, Attn: President, or if to THE SCHOOL, at the address for THE SCHOOL set forth in ACS’s records for delivery of reports hereunder. Each party may specify a different address by sending to the other written notice of such different address as provided herein.
E. The parties both acknowledge and agree that, in performing any services required of it hereunder, ACS will be acting as an independent contractor and not as an agent, employee, partner or joint venturer of or with THE SCHOOL.

F. The section captions in this Agreement are for convenience only and will not be deemed part of this Agreement or used in the interpretation thereof. Both parties or their counsel have participated in the preparation, drafting and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against either party as the drafting party.

G. Neither party shall be responsible or liable to the other or deemed in breach of this Agreement for delay or failure to perform due to or caused by any act of God, the elements, earthquake, strike or other labor difficulty, war, riot, civil commotion, requirement or action of governmental authority preventing or delaying performance, accident, fire, damage to necessary facilities, transportation delay, accident or any other occurrence, whether or not similar to those above mentioned, beyond the reasonable control of such party.

H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

In witness whereof, ACS Education Services, Inc. and THE SCHOOL hereby execute this Agreement as of the Effective Date set forth below.

Southwestern Community College District

Authorized Signature

By: Melinda Nish, Ed.D.

Title: Superintendent/President

Date:

ACS Education Services, Inc.

Authorized Signature

By: Nancy Paris

Title: VP Financial Services Group

Date:

Originator: Wayne Yanda
Director of Finance

Account No.: 1-45110-672000-000

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: A3421.12
Date: 1/3/11

Confidential and Proprietary
CERTIFICATE OF RELIANCE

This certificate is to confirm that the undersigned educational institution ("THE SCHOOL") has contracted with ACS Education Services, Inc. ("ACS") for the purpose of reporting tuition payments to the IRS for purposes of compliance with reporting requirements specified for Hope Scholarship and Lifetime Learning credits to the Taxpayer Relief Act of 1997. ACS has been authorized to sign on behalf of THE SCHOOL all reports to the IRS. THE SCHOOL agrees that Students, Taxpayers, and the IRS are entitled to rely on all tuition payment information provided by ACS on behalf of THE SCHOOL to the same extent as if such information had been provided directly by THE SCHOOL.

Southwestern Community College District
Name of Institution

900 Otay Lakes Road
Main Administrative Office

Chula Vista, CA 91910
City, State

Authorized Signature

Melinda Nish, Ed.D.
Title

Date

Confidential and Proprietary
Southwestern Community College District - ATTACHMENT A

<table>
<thead>
<tr>
<th>SERVICE Level</th>
<th>DESCRIPTION OF SERVICES</th>
<th>Price Per Student</th>
</tr>
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<tbody>
<tr>
<td>Basic with Call Center</td>
<td>Includes all services described below for initial 1098-Ts processed per student per tax year. School transmits data to TCRS via SFTP (compressed or uncompressed) with data encryption option. 1098-Ts printed and mailed to student by January 31 if data received and correct by January 15. TRA97 brochure included in 1098-T mailing. 1098-T directs student to school instructions available via student web site. TCRS aggregates data to comply with IRS reporting requirement of one 1098-T per SSN and EIN. TCRS system includes business rules for determining half-time and graduate boxes on 1098-T. Financial data with school-defined financial categories. System includes business rules to calculate required dollar amounts for 1098-T. School web site with secure internet access to data. New students can be added directly online via web. School can add, view, and modify demographic and financial data online via school user web site. School can preview production 1098-Ts online prior to releasing to student. Online documentation. Various statistical and data reports online via school user web site. Ad-hoc report capability. Student web site with secure internet access to data. Students can update address information for 1098-T mailing purposes. Students can email questions via 1098-T web site. FREE 1098-T reprint capability from school and student web sites (actual 1098-T image online). Students can access previous year's 1098-T online. Student data submitted to IRS by electronic filing deadline. Data is maintained for IRS required 5-year audit period. Historical data across Tax Years (2 years online; 5 years archive maintenance). 1098-T corrections and additional students transmitted to IRS for entire five-year period. TCRS staff interfaces with school and IRS to research/resolve IRS issues. Annual archive of IRS file returned to school. School Relations Analyst assigned to provide lifecycle support via toll free number. Toll free number for student assistance. Customer Service web site with online TRA97 knowledge base, student issue tracking and school-specific information.</td>
<td>$0.71</td>
</tr>
<tr>
<td>Additional Services</td>
<td>Correction 1098-Ts (Subsequent 1098-Ts required after initial 1098-T to address any inaccurate data). The correction process is handled for five years. Corrected 1098-Ts posted to web site for student retrieval versus mailing. Additional 1098-T forms processed after the original extract. Additional 1098-Ts posted to web site for student retrieval versus mailing. Electronic delivery per 1098T form Special ad-hoc processing or programming requests will be handled on an as-needed basis.</td>
<td>$0.62 $0.25 $0.71 $0.25 $0.45</td>
</tr>
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</table>
Billing Terms

Fifty percent (50%) of the estimated fee is payable upon receipt of an invoice each October (beginning with October 31). The estimated annual fee is calculated by using the actual volume from the previous tax year (estimated volume provided below for initial contract year), multiplied by the applicable unit rate per Form 1098-T. The remaining balance of annual fee due will be adjusted based on the actual number of Form 1098-Ts mailed and will be invoiced, along with any other applicable charges, in February of the year following the tax year processed (i.e., February 2012 for Tax Year 2011). ACS reserves the right to adjust fees with 90 days advance written notice. However, in the event that ACS experiences an increase to any direct costs which are out of our control, such as printing and postage, ACS reserves the right to adjust these costs at any time.

Estimated Volume = 25,532 (This estimate is used to calculate 50% estimated payment for contract signing year.)
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.  
Interim Vice President for Academic Affairs

INITIATED BY: Mark Meadows, Ph.D.  
Dean, School of Continuing Education, Economic & Workforce Development

SUBJECT: Agreement with BOG, California Community Colleges Chancellor’s Office

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. AR3299.11 with the California Community Colleges Chancellor’s Office, for the extension of the Youth Entrepreneurship Project Grant offered through the Center for International Trade Development, for the period December 1, 2010 to November 30, 2011, inclusive, at no cost to the District.

RATIONALE FOR RATIFICATION

Amendment was received from agency on March 2, 2011. All other documentation was submitted; however, this document was unintentionally omitted and missed the process of approval.

OVERVIEW

The Center for International Trade Development (CITD), through Southwestern College’s School of Continuing Education, Economic & Workforce Development, provides quality training and services to small and medium-sized enterprises that are potential or current exporters/importers in San Diego and Imperial Counties. The original agreement was approved the Governing Board on July 13, 2011.

FISCAL IMPACT/ACCOUNT

No cost to the District.

MM/bg
Grant Agreement-Amended

AMENDMENT # 1

Economic and Workforce Development
Youth Entrepreneurship Project

RFA # 10 - 172

On this 9th day of March 2011, the BOG, California Community Colleges Chancellor's Office and the Southwestern CCD hereby agree to amend this grant agreement as follows:

* Performance in the funding period of December 1, 2010 through June 30, 2011 shall be extended through November 30, 2011. The Final Report must be submitted within 30 days after the new end date.

This grant is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

All of the other terms and conditions of the original grant agreement remain the same.

**GRANTEE**

<table>
<thead>
<tr>
<th>Project Director:</th>
<th>Total Grant Funds:</th>
<th>$ 90,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victor Castillo</td>
<td>Total Match Funds, (if applicable):</td>
<td></td>
</tr>
</tbody>
</table>

Signature, Chief Executive Officer (or authorized Designee):

<table>
<thead>
<tr>
<th>District Address:</th>
<th>900 Otay Lakes Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise Whittaker, Interim Superintendent/President</td>
<td>Chula Vista, CA 91910-7299</td>
</tr>
</tbody>
</table>

**STATE OF CALIFORNIA**

<table>
<thead>
<tr>
<th>Project Monitor:</th>
<th>Agency Address:</th>
<th>1102 Q Street, 4th Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenda Fong</td>
<td>Sacramento, CA 95811</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item:</th>
<th>Object of Expenditure</th>
<th>Chapter</th>
<th>Statute</th>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6870 - 805 - 0001 (16)</td>
<td>3235 - 751 - 40405</td>
<td>712</td>
<td>2010</td>
<td>2010-11</td>
<td>$ 90,000</td>
</tr>
</tbody>
</table>

| Total Amount Encumbered: | $ 90,000 |

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date: 

Signature, Executive Vice Chancellor (or authorized Designee)

Date: 

Print Name/Title of Person Signing: 

Steve Bruckman, Executive Vice Chancellor

2010 Grant Face Sheet Form - Single Year Amendment

As of 11/19/2010
MEMORANDUM

TO: Members of the Governing Board
   Southwestern Community College District

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

SUBMITTED BY: C.M. Brahmbhatt
   Interim Vice President for Business and Financial Affairs

INITIATED BY: Priya Jerome
   Director of Purchasing, Contracting and Central Services

SUBJECT: Ratification and Approval of Service Agreements/Contracts and Corresponding Purchase Order Transactions

RECOMMENDATION

Approve Ratification of Service Agreements/Contracts and Purchase Order Transactions in accordance with Governing Board Resolutions No. 1677 and 1678, Public Contract Code 20651 and Education Codes 81655 and 81656.

OVERVIEW

The District’s purchasing department routinely facilitates the purchase of contract services in accordance with Public Contract Code 20651 from various entities to ensure functionality and continued service on a consistent basis to support all District-wide programs. These service Agreements/Contracts are valued at less than the current Public Contracts Code bid level of $78,900. These contracts had to be entered into and purchase orders had to be issued to ensure continuity of District operations and to avoid disruption to services.

Education Code 81655 stipulates that all contracts be presented to the District’s Governing Board for approval or ratification and Education Code 81656 provides that all purchase order transactions be reviewed periodically.

The Purchasing Department requests the approval of the enclosed service Agreements/Contracts issued to the companies below, along with the corresponding purchase orders which were entered into in accordance with the District Policies No. 1677 and 1678.

<table>
<thead>
<tr>
<th>Company</th>
<th>Purchase Order</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computerland of Silicon Valley</td>
<td>204613</td>
<td>$9,334.44</td>
</tr>
<tr>
<td>Datatel, Inc.</td>
<td>205009</td>
<td>$29,750.00</td>
</tr>
<tr>
<td>Butte-Glenn Community College District</td>
<td>205268</td>
<td>$10,284.75</td>
</tr>
<tr>
<td>Southland Technology</td>
<td>B1942</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

FISCAL IMPACT/ACCOUNT

All costs are identified on the purchase order and belong to the respective department’s budget that is requesting the service.

PJ/Ih
# Purchase Order

**Bill To:**
Southwestern Community College  
Accounts Payable  
900 Clay Lakes Rd  
Chula Vista, CA 91910-7297

Payable, Accounts  
Phone: (619) 421-6700  
Fax: 

**Vendor:**  
0712194  
Butte-Glenn Community College District  
CCC Technology Center  
3536 Butte Campus Drive  
Oroville, CA 959658303  
Attn: Customer Service  
Phone: (530)995-2511  
Fax: (530)695-2881

**Ship To:**  
Purchasing Department  
Southwestern College  
Chula Vista, CA 91910  
Buyer, District  
Phone: (619) 482-6408  
Fax: (619) 482-6323  
Deliver To: Ben Seaberry

**PO Created By:**  
Gonzalez, Rosa

**Purchase Order Comments:**  
MOU NO. 12-046

**Requisition Number(s):**  
7402

**Requisitioner Name(s):**  
Goldie Orvick

<table>
<thead>
<tr>
<th>Vendor Item</th>
<th>QTY</th>
<th>UOM</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>Each</td>
<td>CENIC Secondary Circuit SWC Portion</td>
<td>$10,284.75</td>
<td>$10,284.75</td>
</tr>
</tbody>
</table>

Delivery To: Ben Seaberry

| Sub Total: | $10,284.75 |
| Shipping & Handling: | $0.00 |
| Tax: | $0.00 |
| Total: | $10,284.75 |

**Account Code Summary**

<table>
<thead>
<tr>
<th>Account Code</th>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1451106780020000</td>
<td></td>
<td>$10,284.75</td>
</tr>
</tbody>
</table>

**Terms and Conditions:**

1. Purchase Order Terms are Net 30.
2. Purchase Order becomes a binding contract upon acceptance by the vendor. Vendor's delivery of product or performance of service constitutes acceptance.
3. Our Purchase Order number must appear on all invoices, packing slips, & correspondence pertaining to this order.
4. Mail invoices in triplicate to Accounts Payable, Southwestern Community College District, 900 Clay Lakes Road, Chula Vista, CA, 91910-7299. Failure to do so may cause delay in payment of your invoice.
5. Bill California Sales or Use tax only. The district is exempt from Federal Excise tax.
6. When order specifies "F.O.B. Shipping Point", all transportation and delivery charges must be prepaid in full and added to invoice. Invoice must be accompanied by original copy of receipted express or freight bill showing no charge for transportation tax. NO COD'S ACCEPTED.
7. The vendor shall hold the district, its officers, agents, servants and employees harmless from liability of any nature or kind on account of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this purchase order.
8. For questions and/or concerns regarding this order, contact the SWC purchasing department at (619)482-6408(phone), (619)482 6323(fax), or purchasing@swccd.edu.
EXECUTIVE SUMMARY
CCC Technology Center

Grant: TTIP-CENIC Secondary Circuit Assessment
Contractor: 12-045: Southwestern College
Period of Performance: July 1, 2011 through June 30, 2012
Cost: $10,284.75

Synopsis:
Due to ongoing budget cuts in the Chancellor’s Office Telecommunications and Technology Infrastructure Fund, some portion of the costs of the campus’ or district’s secondary circuit will be charged to the local campus or district.

The Tech Center has been charged to develop MOU’s with individual districts to assess and collect subsidy payments.

[Signature]
Bruce Racheter (Nov 16, 2011)
Bruce Racheter
X4084

[Handwritten note]
Electronically signed MOU will receive fully executed Agreement in 2-4 weeks

[Signature]
11/29/2011
Establishing a new or renewal sub-contract with a vendor (or consultant) providing services

<table>
<thead>
<tr>
<th>Area</th>
<th>Item</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following procurement strategy and approval method were used ...</td>
<td>Board has approved soliciting bids and awarding a contract and a</td>
<td></td>
</tr>
<tr>
<td>(One method is required)</td>
<td>competitive formal bidding process was used to select vendor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Board has agreed to a sole source procurement and awarding of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>contract to a selected vendor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The amount of money paid to this vendor for the past 12 months and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>projected to paid in the next 12 months (or for the duration of the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>contract, whichever is larger) is under the bid limit (e.g. no bid</td>
<td></td>
</tr>
<tr>
<td></td>
<td>splitting)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The contract is for &quot;professional services&quot;</td>
<td>BR</td>
</tr>
<tr>
<td></td>
<td>Is it under a &quot;piggy-backed&quot; (pre-negotiated) Government Contract?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(WSCA, CMAS, GSA)</td>
<td>If yes, contract #:</td>
</tr>
<tr>
<td></td>
<td>Other special authorization (explain in attachment)</td>
<td></td>
</tr>
<tr>
<td>Vendor has signed ...</td>
<td>General Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>(All required, unless noted otherwise, or self-insured by Butte-Glenn CCD)</td>
<td>Professional Liability Insurance (E&amp;O)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automobile Liability insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worker Compensation Insurance (not required if vendor has no employees)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Self-Insured by Butte-Glenn Community College District</td>
<td>BR</td>
</tr>
<tr>
<td>The independent contractor vs. employee question has been resolved by ...</td>
<td>None of the questions on the Independent Contractor Criteria sheet</td>
<td></td>
</tr>
<tr>
<td>(One method is required)</td>
<td>can be marked &quot;yes&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VP, Tech Center, has approved final contract language – Les Jauron</td>
<td></td>
</tr>
<tr>
<td></td>
<td>We are employing a firm who employs multiple people for multiple</td>
<td>BR</td>
</tr>
<tr>
<td></td>
<td>customers</td>
<td></td>
</tr>
<tr>
<td>The following persons have approved final contract language (including the SOW) ...</td>
<td>Vendor / Consultant</td>
<td>BR</td>
</tr>
<tr>
<td>(All are required)</td>
<td>CCCC (program issues) – Bonnie Edwards</td>
<td>BR</td>
</tr>
<tr>
<td></td>
<td>V.P. Tech Center – Les Jauron</td>
<td>BR</td>
</tr>
<tr>
<td></td>
<td>Administration – Contract Manager – Kristie Nash</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Administration (contract issues) – Mr. Andy Suleski</td>
<td></td>
</tr>
<tr>
<td>The Statement of Work (SOW) has the following elements ...</td>
<td>Specific descriptions of tasks to be performed</td>
<td>BR</td>
</tr>
<tr>
<td>(All are required)</td>
<td>List and description of all deliverables (tangible products that persist after completion of contract)</td>
<td>BR</td>
</tr>
<tr>
<td></td>
<td>Schedule for deliverables &amp; critical project milestones</td>
<td>BR</td>
</tr>
<tr>
<td>Regarding the District's contract &quot;boilerplate&quot; (terms and conditions) ...</td>
<td>All modifications to the pre-approved contract &quot;boilerplate&quot; have been identified and listed in an attachment (note if none)</td>
<td>none</td>
</tr>
</tbody>
</table>

Save for duration of Technology Center grant plus five years.

Signature of the Technology Center Director: ____________________________ Date: ____________________________
1. This Memorandum of Understanding No. 12-045 (MOU) is entered by and between the Butte-Glenn Community College District, hereinafter referred to as ("District"), on behalf of the California Community Colleges Technology Center, hereinafter referred to as ("CCCTC"), acting as fiscal agent on behalf of the California Community Colleges Chancellor’s Office, hereinafter referred to as ("CCCCO") and Southwestern Community College District, hereinafter referred to as ("Site").

2. BACKGROUND.

Connectivity to the Internet is a mission critical service provided to the California Community Colleges that is centrally managed and funded through the Telecommunications and Technology Infrastructure Program (TTIP). TTIP is a categorical program in the State Budget administered by the Chancellor’s Office Technology, Research, and Information Systems Division. Since the mid 1990’s, TTIP has paid all costs associated with connecting colleges and districts to the Internet. Most campuses, districts, and many offsite centers are currently provided two circuits (a primary and a secondary) which provide redundant pathways for internet access.

- **Primary circuit**: the primary circuit is a college or district’s main pathway to the internet; most traffic to and from the campus or district site passes through the primary circuit.
- **Secondary circuit**: the secondary circuit serves as a backup should the primary circuit fail and frequently serves to balance internet traffic fluctuations during peak traffic times.

Currently, districts bear no local costs for internet connectivity which is provided to district information technology (IT) departments for unlimited use. In addition, the collective purchasing power of California’s secondary and postsecondary educational systems is leveraged to negotiate large discounts for equipment, fiber and internet usage.

In developing the TTIP budget for fiscal year 2011-12, CCCCCO concluded that TTIP will continue funding 100% of the primary circuits **but will only be able to partially fund the annual costs of the secondary circuits**. Consequently, CCCCCO must temporarily assess districts a portion of the annual cost for their secondary circuit.

CCCCCO will provide Chief Information Officers throughout the California Community Colleges system with an annual Secondary Circuit Assessment Proposal letter, hereinafter referred to as ("Assessment"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, offering Site the option to either 1) maintain their secondary circuit by partially funding the annual cost, or 2) discontinue the secondary circuit and not pay for any of its cost. Site’s annual Assessment will be attached hereto as Exhibit A and incorporated herein by reference, and supersede the previous Assessment.

3. PURPOSE. The purpose of this MOU is to define the roles and responsibilities of the parties as it relates to the CCCCCO assessing Site a portion of the annual cost of their secondary circuit, and the Site’s obligation to pay the cost.

4. COMMON OBJECTIVE. The parties to this MOU have the common overall objectives of maintaining the existing secondary circuit.

5. RESPONSIBILITIES OF DISTRICT. District will invoice Site quarterly on behalf of the CCCCCO for the Site’s secondary circuit cost and apply the revenue to telecommunication provider invoices covering secondary circuit costs.

6. RESPONSIBILITIES OF SITE. Site agrees to pay secondary circuit cost as stated in the Site’s Assessment. Site will be responsible for any one-time costs to reestablish canceled circuits and for any early termination fees determined by CCCCCO based upon the existing contract with the telecommunication provider.
7. **TERM OF MOU.** The term of this MOU shall commence on July 1, 2011 and end on June 30, 2012 and shall be renewed annually pursuant to Site’s acceptance of a current fiscal year Assessment.

8. **TERMINATION.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.

9. **PAYMENT.** Site shall pay District the cost as set forth in the Assessment as accepted by the Site. District shall invoice Site quarterly a prorated portion of the not-to-exceed amount of the assessed cost. Site shall make payment within (30) thirty days of receipt of invoice.

Inquiries regarding the invoicing process and payment should be directed to:

For the District:  
Bruce Racheter  
Butte-Glenn Community College District  
CCC Technology Center  
3536 Butte Campus Drive  
Oroville CA 95965-8303  
racheterbr@ccconext.net  
(530) 879-4084

For the Site:  
Ben Seaberry  
Director of Institutional Technology & CIO  
Southwestern Community College District  
900 Otay Lakes Road  
Chula Vista, CA 91910  
bseaberry@swccd.edu  
(619) 482-6336

10. **GENERAL PROVISIONS**

A. **AMENDMENTS.** This MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.

B. **FUNDS UNAVAILABLE.** This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided. In the event termination is pursuant to this paragraph, a notice specifying reason for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Paragraph 9 of this MOU.

C. **INDEMNIFICATION.** To the fullest extent permitted by law, District and Site shall defend, indemnify, and hold harmless each other, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the other party, its agents, employees, or subcontractors in the performance of this MOU.

D. **ENTIRETY OF AGREEMENT.** This MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.

E. **APPLICABLE LAW.** This MOU shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.

F. **RESOLUTION OF DISPUTES.** The parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this MOU.
G. SEVERABILITY. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

H. TERMS AND CONDITIONS. The parties to this MOU acknowledge that they have read and understood this MOU completely, and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

DISTRICT

By: ____________________________
(Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski
Title: Vice President for Administration
Date: ____________________________

Southwestern Community College District

By: ____________________________
(Signature of person authorized to execute Agreement.)

Name: Priya Jerome
Title: Director of Purchasing, Contracting & central Services
Address: 900 Otay Lakes Road Cula Vista CA 91910
Phone No.: (619) 482-6557
Email: pjerome@swccd.edu

Recommended By:

Signature: ____________________________

Name: Tim Calhoon
Title: Director, CCC Technology Center
Phone No.: (530) 879-4091
Date: June 21, 2011

To: Chief Information Systems Officers

From: Jack Scott, Chancellor
      Erik Skinner, Executive Vice Chancellor
      Dan Troy, Vice Chancellor Fiscal Services
      Patrick Perry, Vice Chancellor Technology, Research and Information Systems

Subject: Internet Connectivity: Charges for Second Circuits (Action Item Included-7/20/11 Deadline)

Summary of Proposed Action
Due to ongoing budget cuts in the Chancellor’s Office Telecommunications and Technology Infrastructure Fund, some portion of the costs of your campus’ or district’s secondary circuit will be charged to the local campus or district. This will not affect your campus’ or district’s primary internet connectivity/circuit.

Background
Connectivity to the Internet is a mission critical service provided to the California Community Colleges that is centrally managed and funded through the Telecommunications and Technology Infrastructure Program (TTIP). TTIP is a categorical program in the State Budget administered by the Chancellor’s Office Technology, Research, and Information Systems Division. Since the mid 1990’s, TTIP has paid all costs associated with connecting colleges and districts to the Internet. Most campuses, districts, and many offsite centers are currently provided two circuits (a primary and a secondary) which provide redundant pathways for internet access.

- **Primary circuit**: the primary circuit is a college or district’s main pathway to the internet; most traffic to and from the campus or district site passes through the primary circuit.

- **Secondary circuit**: the secondary circuit serves as a backup should the primary circuit fail and frequently serves to balance Internet traffic fluctuations during peak traffic times.

Without a secondary circuit, if a campus or district’s primary circuit fails due to issues such as hardware failure or fiber cut, a college or district would be unable to access the internet until the primary circuit is restored.
Currently, districts bear no local costs for internet connectivity which is provided to district information technology (IT) departments for unlimited use. In addition, the collective purchasing power of California's secondary and postsecondary educational systems is leveraged to negotiate large discounts for equipment, fiber and internet usage.

Central Technology TTIP Budget Reduction: Secondary Circuit Assessment

Over the past two years, TTIP's budget has been reduced by 42%; as a result, all current and reserve operating funds have been expended to pay for the primary and secondary circuits through the end of Fiscal Year 2010-11.

In developing the TTIP budget for Fiscal Year 2011-12, we have concluded that TTIP will continue funding 100% of the primary circuits but will only be able to partially fund the annual costs of the secondary circuits. Consequently, we must temporarily assess districts a portion of the annual cost for their secondary circuit.

A district will only be assessed should the district elect to continue to keep their second circuit in operation. While you are not required to retain the circuit or pay for its ongoing operation, we are strongly urging campuses and districts to retain their circuits for the following reasons:

- We believe that this is a temporary situation that will revert back to TTIP paying the full cost for all circuits within a few years. Future circuit costs will be reduced when two new fiber infrastructure projects in the central valley and northeast California eliminate the need for many leased circuits within a few years. This will free up TTIP funds that can be used to once again pay for all districts' primary and secondary connectivity.

- System funds have previously been expended to pay the one-time costs of setting up the circuits; should they be cancelled, districts will likely have to bear these one-time costs to reestablish canceled circuits.

- Even with these assessments, the secondary circuits are heavily discounted and subsidized; you are only paying a small fraction of the market rate for these circuits.

- Colleges and districts benefit by having multiple paths of internet connectivity to ensure 7x24x365 access to technology applications such as registration systems, course management systems, etc., that are mission critical to a campus. Operating with only a single connection greatly increases the risk that campus connectivity could be interrupted.

Your Campus/District Proposed Assessment

<table>
<thead>
<tr>
<th>Institution(s)</th>
<th>Total Cost: Existing Second Circuit</th>
<th>Your Portion to Pay: Annual Assessment</th>
<th>Your Portion to Pay: Quarterly Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwestern College</td>
<td>$27,426.36</td>
<td>$10,284.75</td>
<td>$2,571.19</td>
</tr>
</tbody>
</table>

*you may pay annually or in quarterly installments*
Secondary Circuit Assessment Proposal (Deadline July 20, 2011: Action Item Included)

The assessment proposal for your secondary circuit will be as follows:

- TTIP will continue to fully fund the primary circuit for all colleges, districts, and offsite centers currently connected. Connection of new offsite centers will be temporarily suspended.
- Action Item: Response Deadline July 20, 2011. Respond to this EchoSign email and indicate if you wish to maintain your second circuit and will pay the fractional cost of the 2nd circuit or respond to this EchoSign email and indicate if you wish to have your second circuit canceled.

☐ We will maintain the second circuit(s) for the college(s)/district and will pay the fractional cost of the redundant circuit(s).

☐ We request to have the college(s)/district second circuit(s) cancelled.

Please respond by July 20, 2011. If a response is NOT received by July 20, 2011, your secondary circuit(s) will be cancelled. 

Ben Seckero
Date Signature: 8/9/2011

- If you indicated in the EchoSign email your desire to maintain your second circuit and pay the fractional costs, a Memorandum of Understanding (MOU) will be sent to your district from the CCC Technology Center, located at Butte College, outlining the services and amounts assessed.
- Invoices for this assessment will be sent to your district on a quarterly basis from the CCC Technology Center, or you may elect to pay for the entire years' assessment at once. Should a district elect not to pay the invoice, your secondary circuit will be switched off. Your primary circuit will continue to be provided to you at no cost. Costs will begin to accrue July 1, 2011.

Colleges, districts, and offsite centers that currently do not have a second circuit will not be assessed.

It should also be noted that while districts are not mandated to pay their second circuit assessment, if a district elects not to pay, they are not eligible to receive a cash allocation from TTIP for the circuit subsidy; these funds will revert back to TTIP to offset other districts' circuit costs.

Future Savings and Assessment Elimination

As previously mentioned, we believe that this assessment is temporary, and it is our intention that TTIP will once again cover the costs of all the primary and secondary circuits. Should an adequate portion of TTIP be restored to cover these costs, we will immediately terminate the second circuit assessments. Additionally, once planned fiber builds have been completed (estimated within the next 30 months) we believe the savings will enable TTIP to once again pay for all primary and secondary circuits on an ongoing basis.

Once again, we are hopeful that all participants will elect to keep their existing and highly subsidized second circuit given the investments that have been made in setting them up. If you have any questions regarding this assessment or CCC Internet connectivity programs, please contact:

Bonnie Edwards
Information Technology Specialist, CCC Chancellors Office
916-327-5899
bedwards@ccccco.edu
Signature: 

Email: jauronle@butte.edu
Bill To:
Southwestern Community College
Accounts Payable
900 Otay Lakes Rd
Chula Vista, CA 91910-7297

Payable, Accounts
Phone: (619) 421-6700
Fax:
Vendor:
0422053
Datatel, Inc.
4375 Fair Lakes Court
Fairfax, VA 22033

Attn: Customer Service
Phone: 703-968-9000
Fax: 760-747-1308

PO Created By: Gonzalez, Rosa
Purchase Order Comments:
ELECTRONIC DOWNLOAD NON-TAXABLE
Requisition Number(s): 7134

Requisitioner Name(s): Goldie Ovick

<table>
<thead>
<tr>
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<th>QTY</th>
<th>UOM</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>Each</td>
<td>Datatel SQL Port Fee Update Nov 2011</td>
<td>$29,750.00</td>
<td>$29,750.00</td>
</tr>
</tbody>
</table>

Deliver To: Ben Seaberry

Sub Total: $ 29,750.00
Shipping & Handling: $ 0.00
Tax: $ 0.00
Total: $ 29,750.00

Account Code Summary

<table>
<thead>
<tr>
<th>Account Code</th>
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</thead>
<tbody>
<tr>
<td>1-44440-678002-000</td>
<td></td>
<td>$29,750.00</td>
</tr>
</tbody>
</table>

Terms and Conditions:

1. Purchase Order Terms are Net 30.
2. Purchase Order becomes a binding contract upon acceptance by the vendor. Vendor's delivery of product or performance of service constitutes acceptance.
3. Our Purchase Order number must appear on all invoices, packing slips, & correspondence pertaining to this order.
4. Mail Invoices in triplicate to Accounts Payable, Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, CA, 91910-7298. Failure to do so may cause delay in payment of your invoice.
5. Bill California Sales or Use tax only. The district is exempt from Federal Excise tax.
6. When order specifies "F.O.B. Shipping Point", all transportation and delivery charges must be prepaid in full and added to invoice. Invoice must be accompanied by original copy of receipted express or freight bill showing no charge for transportation tax. NO COD's ACCEPTED.
7. The vendor shall hold the district, its officers, agents, servants and employees harmless from liability of any nature or kind on account of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this purchase order.
8. For questions and/or concerns regarding this order, contact the SWC purchasing department at (619)482-6406(phone), (619)482-6323(fax), or purchasing@swccd.edu.

Vendor Terms
Net 30
Southwestern College and DATATEL, INC. ("Datatel") agree on this ______ day of 2011, that subject to the Datatel General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Datatel will license to Southwestern College and Southwestern College will accept license of the following software programs/modules and related documentation (the "Software").

### Perpetual Term Software

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colleague Database Port Fee</td>
<td>$85,000</td>
</tr>
<tr>
<td>- Southwestern College is granted the right for the Colleague Perpetual Term Software at Release 18 or higher to access the Microsoft SQL Server Database, including UNIX to Windows Operating System. Southwestern College must separately license the Microsoft SQL Server Database software from its owner.</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$85,000</td>
</tr>
<tr>
<td>Southwestern College Discount[^1]</td>
<td>($25,500)</td>
</tr>
<tr>
<td><strong>Total Software</strong></td>
<td>$59,500</td>
</tr>
</tbody>
</table>

[^1] Discount applies only if contract is executed on or before December 30, 2011.

**Software License Fee** ................................................................. $59,500
**Sales Tax (please submit a copy of your tax exempt certificate if applicable)** ................................................................. As Incurred
**Less Deposit Amount (the "Deposit") per payment schedule below** ................................................................. ($29,750)
**NET CASH BALANCE DUE PER PAYMENT SCHEDULE BELOW** ................................................................. $29,750

#### SOFTWARE PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Deposit Due at Contract Signing</th>
<th>$29,750</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due July 15, 2012</td>
<td>$29,750</td>
</tr>
<tr>
<td><strong>Total Datatel Application Software</strong></td>
<td>$59,500</td>
</tr>
</tbody>
</table>

Datatel, Inc.

By: [Signature]

Name: Virginia L. Piercy

Title: Vice President of Finance

Date: November 10, 2011

Southwestern College

By: [Signature]

Name: Priya Jerome

Title: Dir. Purchasing Contracting & Leased Services

Date: 11/16/2011

Note: Southwestern College acknowledges that any software purchased or licensed in this contract may require one or more third party software licenses and that use of such software is subject to the various third party licensing requirements which Southwestern College has previously accepted. This contract hereby confirms your continued acceptance and compliance with the terms and conditions of Southwestern College's Datatel software license(s) and those certain third party license(s).

Email signed contract to: clientsalesorders@datatel.com or Fax signed contract to: 703-968-4564

Electronic download
**Bill To:**
Southwestern Community College
Accounts Payable
900 Olay Lakes Rd
Chula Vista, CA 91910-7267

**Vendor:**
0456287
Computerland of Silicon Valley
470 West San Carlos
San Jose, CA 95110

**PO Created By:** Gonzalez, Rosa

**Purchase Order Comments:**
PER QUOTE 106372-3
ATTN: JEFF KOH
ELECTRONIC DOWNLOAD NON-TAXABLE
CONTACT BEN SEABERRY WITH QUESTIONS BSEABERRY@SWCCD.EDU
PER FCCC CONSORTIUM AGREEMENT

**Requisition Number(s):** 6543

<table>
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<tr>
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<th>UOM</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>65060101AB003A24</td>
<td>114</td>
<td>Each</td>
<td>Design Premium-CLP5Leve3 Upgrade Plan Renew</td>
<td>$129.00</td>
<td>$14,706.00</td>
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</tbody>
</table>

Deliver To: No delivery. Download.

<table>
<thead>
<tr>
<th>Vendor Item</th>
<th>QTY</th>
<th>UOM</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>65063870AB03A24</td>
<td>84</td>
<td>Each</td>
<td>Lightroom-CLP5Leve3 Upgrade Plan Renew 2Y</td>
<td>$17.50</td>
<td>$1,470.00</td>
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</tbody>
</table>

Deliver To: No delivery. Download.

<table>
<thead>
<tr>
<th>Vendor Item</th>
<th>QTY</th>
<th>UOM</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>65067117AB03A24</td>
<td>45</td>
<td>Each</td>
<td>Web Premium-CLP5Lev3-Upgrade Plan 3 Rew 2Y</td>
<td>$129.00</td>
<td>$5,805.00</td>
</tr>
</tbody>
</table>

Deliver To: No delivery. Download.

**Account Code Summary**

<table>
<thead>
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<th>Account Code</th>
<th>Account Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>144415101100000</td>
<td></td>
<td>$12,546.56</td>
</tr>
<tr>
<td>145630678002000</td>
<td></td>
<td>$9,334.44</td>
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</table>

**Terms and Conditions:**

1. Purchase Order Terms are Net 30.
2. Purchase Order becomes a binding contract upon acceptance by the vendor. Vendor’s delivery of product or performance of service constitutes acceptance.
3. Our Purchase Order number must appear on all invoices, packing slips, & correspondence pertaining to this order.
4. Mail Invoices in triplicate to Accounts Payable, Southwestern Community College District, 900 Olay Lakes Road, Chula Vista, CA., 91910-7299. Failure to do so may cause delay in payment of your invoice.
5. Bill California Sales or Use tax only. The district is exempt from Federal Excise tax.

**Print Date:** 10/25/2011 3:53:09 PM
Bill To:
Southwestern Community College
Accounts Payable
900 Olay Lakes Rd
Chula Vista, CA 91910-7297

Payable, Accounts
Phone: (619) 421-6700
Fax:

6. When order specifies "F.O.B. Shipping Point", all transportation and delivery charges must be prepaid in full and added to invoice. Invoice must be accompanied by original copy of receipted express or freight bill showing no charge for transportation tax. NO COD's ACCEPTED.

7. The vendor shall hold the district, its officers, agents, servants and employees harmless from liability of any nature or kind on account of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this purchase order.

8. For questions and/or concerns regarding this order, contact the SWC purchasing department at (619)482-6408(phone), (619)482-6323(fax), or purchasing@swccd.edu.

Vendor Terms
Net 30

Powered By: eSchoolMall
Print Date: 10/25/2011 3:53:09 PM
**Ship to**
Southwestern Comm College Dist  
Ben Seaberry  
900 Clay Lakes Road  
Chula Vista, CA 91910

**Salesperson**  
Jeff Koh  
jkoh@cland.com

**Date**  
10/7/2011

---

**Bill to**
Southwestern Comm College Dist  
900 Clay Lakes Road  
Chula Vista, CA 91910

**Contact**  
Ben Seaberry  
bseaberry@swccd.edu  
(619) 482-6336

<table>
<thead>
<tr>
<th>Item number</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit price</th>
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</tr>
</thead>
<tbody>
<tr>
<td>65060101ABC3A24</td>
<td>DESIGN PREMIUM - CLP 5 LEV 3 - UPGRADE PLAN RENEWAL 2Y24M</td>
<td>114,00</td>
<td>128.00</td>
<td>14,706.00</td>
</tr>
<tr>
<td>650600370ABC3A24</td>
<td>LIGHTROOM - CLP 5 LEVEL 3 - UPGRADE PLAN RENEWAL 2Y 24 MOS</td>
<td>84,00</td>
<td>17.50</td>
<td>1,470.00</td>
</tr>
<tr>
<td>650607117ABC3A24</td>
<td>WEB PREMIUM - CLP 5 LEVEL 3 - UPGRADE PLAN RENEWAL 2Y24M</td>
<td>45.00</td>
<td>128.00</td>
<td>5,805.00</td>
</tr>
</tbody>
</table>

Subtotal ..........: 21,981.00  
Tax ...............: 0.00  
Shipping & handling : 0.00  
Total .............: 21,981.00

---

Calendar:
Nov 2 2011 -  
OCT 31, 2013
ADOBE® VOLUME LICENSING
CUMULATIVE LICENSING PROGRAM EDUCATIONAL MEMBERSHIP
EXHIBIT A
RETURNING EDUCATION CLP MEMBER ENROLLMENT INFORMATION

Unless otherwise indicated, all information is required and any missing information will delay CLP processing.

1. Enrollee Information.

Enrollee Name: Joseph Quintana
Tel number: 209-747-0595

E-mail: jquintana@foundationccc.org
Fax number: __________________________

2. Program Member Applicant Information.

Organization Name: FOUNDATION FOR CA COMM COLLEGES
Department: __________________________
Street Address: 1102 Q ST STE 3500
City and State/Province: SACRAMENTO, California
Country: US
Zip/Postal Code: 95811-6565

3. Program Administrator Contact Information

Administrator Name: JOSEPH QUINTANA
E-mail: JQUINTANA@FOUNDATIONCCC.ORG
Fax number: __________________________

Title: __________________________
Tel number: 916 325 0120

4. Prior CLP Agreement Number

Prior CLP Agreement Number: 4400165318

5. Initial designated ALC(optional).

Program Member has the option to designate an ALC for their CLP Membership. An ALC is an Adobe authorized reseller from whom the Program Member may order Software under their CLP Membership.

ALC Information:

ALC Name: THE DOUGLAS STEWART COMPANY, INC.

6. New Membership Activation.

If Program Member's current CLP membership has expired, Member's new membership will be activated once this Returning CLP enrollment is approved and processed by Adobe.

If Program Member's current CLP membership is active, indicate below when you want the new membership to begin. (If left unselected, Member’s default selection will be “Upon expiration of Member’s existing CLP membership”).

☐ Immediately
☒ Upon expiration of Member's existing CLP membership

7. Initial Discount Level and Points target - select the appropriate Option, please check only one:

Program Member has two (2) options when choosing a Discount Level for new CLP membership. (1) If Member qualifies, they may choose to renew at a level based on the total accumulated points of the most recent CLP Term. (2) Member may establish a new Discount Level by renewing with an initial purchase that delivers sufficient points to achieve the desired level. Select only one option.

Returning Education CLP v.5.0 Exhibit A

26-AUG-2010
Option 1: Member's total accumulated points under the most recent CLP membership are equal to or greater than the point value for the Discount Level indicated below. Member may renew at this level without an initial purchase.

- 5,000-49,999 Points
- 50,000-99,999 Points
- 100,000+ Points

Option 2: Member wishes to establish a new Discount Level by renewing with an initial purchase that provides the required points for the Discount Level indicated below. Member must place an initial order for the additional points required to meet the new Discount Level and must indicate the required additional points under Required Initial Order below.

- 5,000-49,999 Points
- 50,000-99,999 Points
- 100,000+ Points

Required Initial Order: 0,000 Points

8. Upgrade Plan Payment Options.

Member has the option to purchase Upgrade Plan with their Software orders. Member may pay its Reseller for Upgrade Plan either in a single payment or in two annual installments. Selected option will apply to all future Upgrade Plan purchases for the duration of the CLP Term. Please select Member's preferred option (making a selection does not create any obligation to purchase Upgrade Plan). (If left unselected, Member's default selection will be "single payment").

- Single payment
- Two annual payments


Members may add Member-Listed Affiliates to their membership and allow Member-Listed Affiliates to enroll against Member's CLP Agreement. Affiliates listed on a Member's enrollment are also eligible to enroll as a Self-enrolled Affiliate, but must complete a separate Affiliate Enrollment form in order to do so.

9.1 Self-enrolled Affiliate Management Options.

Choose one of the following options to manage future Self-enrolled Affiliates that want to enroll under the new CLP membership:

- Always Allow (Adobe will automatically accept all qualified Self-enrolled Affiliate enrollments under this CLP membership)
- Never Allow (Adobe will not accept any Self-enrolled Affiliate enrollments under this CLP membership)
- Notify for Approval (Adobe will notify Program Administrator for approval of any Self-enrolled Affiliate enrollments)

9.2 List of Member-listed Affiliates.

For each Affiliate that Member wishes to allow to enroll against its master CLP membership, please provide the Affiliate organization name, street address, city, state/province, ZIP/postal code, and country.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Street Address</th>
<th>City</th>
<th>State/Province</th>
<th>Zip/Postal Code</th>
<th>Country</th>
</tr>
</thead>
</table>

Returning Education CLP v.5.0 Exhibit A

26-AUG-2010
ADOBE® VOLUME LICENSING
CUMULATIVE LICENSING PROGRAM EDUCATION MEMBERSHIP

This Cumulative Licensing Program Education Membership Agreement ("Agreement") is effective as of either the date last signed below or, if Member enrolls online, the date accepted by Adobe (the "Effective Date") and entered into between ADOBE SYSTEMS INCORPORATED, a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 ("Adobe Systems") if the Agreement is entered into while Member is in the United States, Canada or Mexico, and, otherwise, ADOBE SYSTEMS SOFTWARE IRELAND LIMITED a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland ("Adobe Ireland") (both individually in their territories and collectively referred to as "Adobe"). the entity identified in Exhibit A under "Program Applicant Information" ("Member"). Such entity, whether a Member or Self-enrolled Affiliate shall be referred to as a "Member" for the purposes of this Agreement.

1. Program Description.

1.1 General. The Cumulative Licensing Program ("CLP") is a flexible volume licensing program offered through Adobe Volume Licensing. The CLP applies the same discount level to all of Member's and its Affiliates' qualified Adobe software purchases ("Software") during the Term based on the value of the initial order. Member has no order commitment except the initial order. Member may improve its discount level as it and its Affiliates order additional Software during the Term. CLP membership begins on the Effective Date and continues through the two (2) year anniversary of the day immediately prior to the Effective Date, provided Member complies with all obligations under this Agreement (the "Term"). Notwithstanding the foregoing, either party may terminate the Agreement with or without cause on sixty (60) days prior written notice. For additional information on the CLP, refer to the current version of the CLP Program Guide (the "Program Guide"), posted in the Adobe Volume Licensing section of the Adobe website. Membership in the Education CLP is regional. Orders cannot be placed outside of the region in which the CLP membership is established.

1.2 Software. For a complete list of Software available through the Education CLP, along with the point values for purchases, Member shall contact its Adobe License Center ("ALC") or reseller (the ALC, Adobe Authorized Education Reseller or reseller collectively and individually, the "Reseller" herein) or use the Adobe Discount Level Calculator available on the Adobe website. All Software point values are consistent worldwide. All use of the Software licensed under the CLP is subject to the applicable Adobe End User License Agreement ("EULA"). As such, all Software purchased under the Agreement are solely for use within Member's own organization and all resale, sublicensing and other distribution is subject to the restrictions set forth in the applicable EULA.

1.3 Discount Levels. Member may improve its discount level as it and its Affiliates (defined below) continue to order Software through the CLP. Member's discount level shall be applied to its Affiliates' orders and the points accumulated with each Member or Affiliate order shall be added to Member’s cumulative point total. On the 14th day of each month, Adobe will review the points accumulated by Member and its Affiliates from the Effective Date to that day. If the total points equal or exceed the minimum requirement for the next discount level, then upon the 15th day of that same month, Member and its Affiliates will become eligible for the improved discount level. Resellers operate as independent distributors and are not agents or affiliates of Adobe. As a result, Member and its Affiliates are responsible for informing any Reseller of its CLP membership and applicable discount.

2. Participation. Program Member and its Affiliates must each be a qualified educational institution to participate in CLP.

2.1 Education Entity. The following is a non-exhaustive list of qualified educational institutions: (i) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction; (ii) Accredited public or private university or college (including community, junior or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study; (iii) Named educational institutions approved by Adobe, only if individual named entities are approved by Adobe in writing; (iv) Hospitals that are wholly owned and operated by an otherwise qualified educational institution, where "wholly owned and operated" means the educational institution is sole owner of the hospital and the only entity exercising control over day to day operations; and (v) Higher education research laboratories that are a public institutions and recognized by a national or state educational authority.

The following is a non-exhaustive list of entities that are not qualified educational institutions: (i) Non-accredited schools; (ii) Museums or libraries; (iii) Hospitals not wholly owned and operated by an otherwise qualified educational institution; (iv) Churches or religious organizations that are not accredited schools; (v) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or which grant degrees requiring less than the equivalent of two years of full-time study; (vi) Military schools that do not grant academic degrees; and (vii) Research laboratories not recognized by a national or state ministry overseeing education. For example, institutions recognized by other government branches are not eligible.

The above lists do not apply to Singapore, Malaysia, Philippines, Indonesia, Thailand and Vietnam ("Southeast Asia Countries"). "Education Entity" or "Education Institution" in Southeast Asia Countries shall have the respective meanings designated by Adobe on www.adobe.com/go/education_entity_area (or its successor web site thereto), as updated by Adobe from time to time.

Affiliates. "Affiliate" means an entity that has legal personality, and are related schools, colleges, and/or universities under the ownership or control of the educational institution that is the Member.

"Affiliates" include Member-listed Affiliates and Self-enrolled Affiliates. An Affiliate that participates in the CLP by enrolling through a Member (a "Member-listed Affiliate") may do so provided (i) Member must be aware of these Affiliates and list them under this Agreement and (ii) Member is responsible for Member-listed Affiliates' compliance with the CLP terms and conditions. Member-listed Affiliates do not need to separately enroll, and may purchase under the Member’s CLP membership with the same discount level as its Member. Affiliates may also participate by becoming a "Self-enrolled Affiliate." Self-enrolled Affiliate means an eligible Affiliate that enrolls in the CLP separately provided that (i) each such Self-enrolled Affiliate references Member’s CLP membership agreement number ("Agreement Number") on its enrollment form and (ii) complies with this Agreement. Self-enrolled Affiliates will receive their own serial numbers, may designate their own Reseller, and choose their own Upgrade Plan payment option. All Affiliate ordering and contact information will be visible and available to Member. Members may refuse to allow an Affiliate to benefit from this Agreement and/or may terminate an Affiliate’s participation at any
time during the Term. Member hereby confirms on behalf of the Affiliates that Affiliates expressly grant Member the right and authority to renew its participation in the CLP at the time Member renews its membership in the CLP.

2.2 Agreement and Serial Numbers. Member will be assigned an Agreement Number, which number must be referenced on any orders. Each Self-enrolled Affiliate, if any, will receive a separate Agreement Number which will be linked to the Member Agreement Number. Each serial number references a single Software product defined by version, language, and platform, except for products available in both Macintosh® and Windows® versions for which Member will receive serial numbers for both platforms, even when only one platform is licensed. Member may use the same serial number for all validly licensed installations of given Software; new serial numbers are issued for upgrades.

2.3 Confidentiality. The Agreement and serial numbers are confidential, except as stated in Section 2.2 and Section 3. Member shall treat membership and serial numbers as confidential and not share or disclose such numbers. Member is responsible for Affiliates compliance with these confidentiality terms. Self-enrolled Affiliates are also responsible for protecting their agreement and serial numbers.

2.4 Licensing Website. Adobe shall provide Member and Self-enrolled Affiliates with access to the Adobe Licensing Web Site ("LWS") (http://licensing.adobe.com) allowing Members access to pertinent information about their membership including expiration dates, comprehensive order details, LWS account information and Software serial numbers. The designated Program Administrator for new Members and Self-enrolled Affiliates will receive a communication containing instructions on setting up their LWS account login and password providing them access to LWS for management of their CLP membership.

3. Ordering and Fulfillment.

3.1 Ordering and Pricing. Member and/or Affiliate shall order licenses for Software within the same calendar month that such Software is installed and/or deployed. All fees are determined by the Reseller. Adobe does not set the pricing that Member or its Affiliates are charged and Adobe cannot guarantee any particular discount. Member is free to negotiate fees directly with its Reseller. Matters such as price, delivery and payment terms must be agreed between Member and Resellers.

3.2 Minimums. Member's initial order must meet or exceed the minimum point value for the discount level selected on the enrollment form. If Member does not order sufficient Software within forty-five (45) days of enrollment, Adobe may terminate or suspend that Member. To reorder, Member or Affiliates must place an order of at least one point. Member and its Affiliates shall ensure that all purchases include Member's or Self-enrolled Affiliate's Agreement Number and any additional information in order for the Reseller to accept such order.

3.3 Electronic Software Distribution (ESD) and Media. Adobe offers ESD for selected Software to Members and Affiliates for no additional fee. Member and Affiliates may download via LWS Software for which they are currently licensed. Each license includes the right to print one hard copy version of any electronic user documentation. Member and its Affiliates are not permitted to have more media than licenses. Media and printed documentation orders do not count toward point accumulation. Unless Member or Affiliate signs and returns to Adobe a separate media duplication agreement, neither Member nor Affiliates is entitled to make additional copies of the Software media or user documentation. Member and its Affiliates may order hard media from the Reseller.

3.4 Returns. Member or Affiliate must request return of purchases made under the Agreement through the same Reseller that placed the original order with Adobe. Requests must be made within 30 days of the original Software order date, and Adobe must approve all return requests before any return is valid. If the return is approved, Member's point totals will be adjusted in the next accumulated point review process. Member or Affiliate must submit a signed Letter of Destruction with each return.

4. Upgrade Plan.

4.1 General. Member or Affiliate may pay to receive future versions of Software ("Upgrades") by purchasing an upgrade plan ("Upgrade Plan") during the Term of CLP membership. Member may purchase an Upgrade Plan for licenses acquired prior to the Effective Date of the Agreement only during the first three months of the Term. Member may purchase an Upgrade Plan for Software purchased under this Agreement at any time during the Term and such plan shall be prorated to the end of the CLP Term as further described in the Program Guide. Points are received for the value of Upgrade Plan purchases. The Upgrade Plan can be purchased for all, some, or none of any purchased Software, but the number of Upgrade Plans may not exceed the number of licenses purchased for Software. Member agrees that any and all Upgrades are for replacement of the copies of Software previously licensed to Member, and shall only be provided for such licenses for which Member purchased the Upgrade Plan. Member understands that Upgrade Plan costs are non-refundable, even if Adobe discontinues covered Software or if agreement is terminated before the two year anniversary date.

4.2 Renewal. Adobe will use reasonable efforts to notify Member ninety (90) days prior to expiration of the CLP Membership Term and Upgrade Plan coverage. If Member elects to make Upgrade Plan payments in two annual installments, Adobe will notify Member sixty (60) days prior the date the second annual installment payment is due. Member must renew Upgrade Plan prior to the Upgrade Plan anniversary date in order to ensure uninterrupted coverage. Renewal orders may be placed before the anniversary date but early renewal does not change the initial anniversary date.

5. Miscellaneous.

5.1 Transfer of License. Adobe’s Software EULAs may permit the transfer of Software licenses to another person or legal entity. However, Member may transfer licenses purchased pursuant to this Agreement only (i) when it becomes necessary due to mergers, acquisitions, consolidations, or divestitures or (ii) to any other existing CLP Member or TLP Software licensee so long as both the previous and new licensees complete and sign the Transfer of License form, the new licensee agrees to the terms of the EULA, and all CLP points attributable to the Software transfers to the new licensee’s CLP, if applicable. Any active Upgrade Plan for a license must be transferred along with the license. Adobe reserves the right to review and reject any such transfer if deemed improper in its sole discretion.

5.2 License Compliance. Member and its Affiliates must maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Software that have been installed and retain records of Software installation and/or deployment for 2 years after the termination or expiration of the Agreement. To ensure that Member’s and/or Affiliates’ installation and deployment is consistent with the license entitlements, Adobe or its representatives may conduct an audit of Member’s and/or Affiliates’ Software installation/deployment not more than once per year on 30 days written notice. Such audit will require Member or Affiliates to provide an unmediated accurate report of all Software installed by Member and/or Affiliates and all valid purchase documentation for all Software within 30 days of request and,

Education CLP v. 5.0

26-AUG-2010
if the audit findings demonstrate non-conformity with the Software licenses, Member or Affiliate shall purchase the necessary licenses within 30 days of being so notified. Adobe reserves the right to conduct an onsite audit of Member or Affiliates' license deployment on ten (10) business days prior written notice during regular business hours. This section 5.2 shall survive termination or expiration of the Agreement for a period of two (2) years. Members may order concurrent licenses for lab or administrative use of Software. However, this option may be subject to additional fees, and Member must maintain and use adequate verification to manage the concurrency.

5.3 Use of Information. Adobe may use information about Member or Affiliates for purposes of administering the CLP and for fulfilling its obligations under the Agreement. Such information may be used among Adobe entities worldwide and among ALCs and resellers worldwide. This use includes, but is not limited to, the following: (a) sharing necessary program information of any Member (or Self-enabled Affiliate) with its Reseller, including member number, (b) sharing information about a Member with its Affiliates, or vice versa, (c) use of the name and contact details including, phone email address and other contact details of a Member or Affiliate designated licensing contact to send program related communications to such licensing contacts including, but not limited to, notices of upgrades, program changes, and notice of discontinuation of SKUs, and (d) allowing Members to view all program and order information for all of its Affiliates. Affiliate members will only have access to information for orders placed by that Affiliate.

5.4 Governing Law and Venue. If Member is a resident of the United States, Canada or Mexico, this Agreement shall be governed by and interpreted in all respects by the laws of the State of California, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. If Member is a resident of Japan, this Agreement shall be governed by and interpreted in all respects by the laws of Japan, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within Japan between Japanese residents. If Member is a resident of the People's Republic of China or Singapore, this Agreement shall be governed by and interpreted in all respects by the laws of Singapore, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within Singapore between Singapore residents. If Member is a resident of Germany, this Agreement shall be governed by and interpreted in all respects by the laws of Germany, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within Germany between German residents. If Member is a resident of France, this Agreement shall be governed by and interpreted in all respects by the laws of France, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within France between French residents. If Member is a resident of any other country, this Agreement shall be governed by and interpreted in all respects by the laws of the Republic of Ireland without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within the Republic of Ireland between residents of the Republic of Ireland.

If Member is a resident of the United States, Canada or Mexico, all disputes arising under this Agreement will be brought in Superior Court of the State of California or the Federal District Court of San Jose in Santa Clara County, as permitted by law. If Member is a resident of Japan, all disputes arising under this Agreement will be brought in Tokyo District Court in Japan. If Member is a resident of Germany, all disputes arising under this Agreement will be brought in the courts of Frankfurt in Germany. If Member is a resident of France, all disputes arising under this Agreement will be brought in the Tribunal de Paris in France. If Member is a resident of any other country, all disputes arising under this Agreement will be brought in the Courts of Ireland in Dublin, Ireland.

5.5 General. No modification will be valid or binding unless in writing and signed by the parties. The parties are independent contractors, and this Agreement will not be construed to imply that either party is the agent, or venturer of the other. If any provision is held unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the parties' original intent. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Member may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Adobe, and any prohibited assignment will be null and void. This Agreement will be binding upon and will inure to the benefit of any permitted successors or assigns. This Agreement represents the entire agreement between the parties on the subject matter of this Agreement.
## SOUTH WESTERN COMMUNITY COLLEGE DISTRICT

**BUSINESS OPERATIONS**
900 OTAY LAKES ROAD, CHULA VISTA, CA 91910-7299
TELEPHONE (619) 432-6468 FAX (619) 482-6323

**PURCHASE ORDER NO.**

<table>
<thead>
<tr>
<th>DATE OF ORDER</th>
<th>DELIVER BEFORE</th>
<th>VENDOR CODE</th>
<th>TERMS</th>
<th>ROB</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/30/11</td>
<td>06/30/12</td>
<td>481244</td>
<td>NET 30</td>
<td></td>
<td>OPEN PU FOR PROFESSIONAL SERVICES</td>
<td>50,000.00</td>
<td>60,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MERCURY PO 205293 VOIDED 11/30/11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SHIP TO:**
Purchasing Department

**INSTRUCTIONS AND CONDITIONS**

1. Our Purchase Order Number must appear on all invoices, packing slips & correspondence pertaining to this order.
2. Mail Invoices in triplicate to Accounts Payable, Southwestern Community College District, 900 Otay Lakes Rd., Chula Vista, CA 91910-7299. Failure to do so may cause delay in payment of your bill.
3. Bill California sales or use tax only. The district is exempt from federal excise tax.
4. When order specifies ROB shipping point, all transportation and delivery charges must be prepaid in full & added to invoice. Invoice must be accompanied by original copy of receipted express or freight bill, showing no charges for transportation tax.
5. NO COD's ACCEPTED.

**SUB TOTAL**

<table>
<thead>
<tr>
<th>STATE TAX</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>60,000.00</td>
</tr>
</tbody>
</table>

**AUTHORIZED SIGNATURE**

---

**BUDGET CLASS**

1-45123-678000-000
SEABERRY/IT
Professional Services Agreement

Client: Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910

Agreement ID: STI-1122011-01A
Date Revised: 11/22/11
Contact: Dr. Ben Seaberry
Phone: 619-482-6336

I N S T R U C T I O N S

1. Review the information contained within this agreement.
2. Sign, date, and include a Purchase Order # (if applicable) in the Client Acceptance section below.
3. Fax this page of the proposal and proof of billing authorization to 858-694-0936
   Attn: Chris Sellman

---

Contents

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<th>Contents</th>
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</tr>
</thead>
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</tr>
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<td>I. Service Levels</td>
<td>1</td>
</tr>
<tr>
<td>II. Service Rates Defined</td>
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</tr>
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<td>2</td>
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<td>3</td>
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<td>V. Contacting STI</td>
<td>4</td>
</tr>
</tbody>
</table>

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Client Acceptance

I hereby agree to the rates and terms outlined below. Client also understands they are responsible for backing up their data prior to any services being performed. STI is not responsible for lost, corrupted or damaged data. Data backup services can be provided prior to services being rendered, for an hourly rate, upon request.

For Southland Technology, Inc.:

_________________________
Print Name

_________________________
Signature

_________________________
Title

Date

For Southwestern Community College District:

_________________________
Priva Jerome
Print Name

_________________________
Signature

_________________________
Title
Central Services

_________________________
Date

11/28/11

Page 1 of 4
I. Service Levels

This Professional Services Agreement (PSA) describes the general framework for hourly and retainer projects provided by Southland Technology, Inc. (STI) for Southwestern Community College District (SWCCD).

Level 3 – Advanced Network Services: $150.00/hr.

Installation, configuration and troubleshooting of advanced network technologies such as:

- Domain/Email server installation, migration and support
- Network security solutions
- Network storage (NAS, SAN) and backup solutions
- Virtualization solutions
- LAN switching and WAN routing installation, configuration and support
- All Citrix solutions
- PBX/VOIP/Network Telephony
- IDS/IDP
- Vulnerability Scans/Network Assessments
- Document Management

II. Service Rates Defined

1. Hourly Rate
   - Business hours: 8am–5pm, Monday – Friday
   - Client site: Minimum one hour, billed in 30-min increments thereafter
   - Remote support: Minimum 30 min, billed in 15-min increments thereafter

2. Overtime Rate (hourly rate x 1.5)
   - After hours: 5:01pm–8am, Monday – Friday
   - All weekends and holidays
     - Recognized holidays: New Years and Eve, President’s Day, Memorial Day, Independence Day,
       Labor Day, Thanksgiving, Christmas and Eve.

3. Travel Rate (Based upon distance from Southland Technology office to Service location)
   - Any travel within the 25-mile radius of the address listed above is billed a flat rate of $25.00.
   - Travel arrangements exceeding the 25-mile radius will be determined on a per-project bases or on a per
     mile charge of $.50 cents per mile or the current Federal Mileage Rate, whichever is higher.

4. Term of Agreement
   - This agreement is for the period January 1, 2012 to June 30, 2012 and is not to exceed $60,000.

III. Client Primary Contacts

The primary contact at SWCCD is:

Dr. Ben Seaberry
Office: (619) 482-6336

Customer Initial x
IV. Terms and Conditions

This Agreement is entered into on the date signed and returned to STI, Inc. between Southwestern Community College District (hereinafter
known as Client) STI, Inc. (hereinafter known as STI). Client and STI agree to the following provisions:

1. Term
This Agreement shall commence on the date signed and shall continue until terminated as provided below.

2. Payment of Services and Goods
STI payment terms for services specified in the sections above are Net 30.

3. Payment Default
Should the Client default on any obligation incurred under this agreement, the Client agrees to pay penalty interest at a rate of 1-1/2 % per month, 18% per annum will be assessed on past due amounts or maximum allowed by law.

4. Return of Property
Both Client and STI shall return to each other any equipment or property belonging to the other party acquired during the course of this
agreement.

5. Warranty
STI does not offer any warranty service or services on products sold or resold. Any and all product issues requiring warranty service or
resolution will be referred to the individual product manufacturers. Whether the equipment problem or product issue is referred to STI by
the Client or discovered as part of unrelated services STI may be providing, STI will charge for any and all labor involved. When required
or necessary, STI will assist Clients by providing contact information for the product manufacturers so that the Client can resolve any
warranty issues that may arise with the manufacturer.

6. Solicitation of Personnel and Employees
Client agrees that during the term of this Agreement and for a period of one (1) year after the expiration or termination date of this
Agreement, it will not, without prior written consent of STI, solicit, hire, contract with, nor engage the services of any employee of STI with
whom Client or its personnel have worked directly in conjunction with the provisions of this contract. If an offer of employment is
requested by Client management, it must first be discussed with STI management and include a minimum of twenty-five percent (25%) of
the first year’s compensation to be paid to STI.

7. Non-disclosure by STI
All knowledge and information which STI may acquire from the Client, its employees or consultants, including information about
inventions, designs, methods, systems, improvements, and other private matters gained while on the premises will be regarded as strictly
confidential and shall not be directly or indirectly disclosed by STI to any person or persons other than STI employees without Client’s
written permission.

8. Indemnification, and Liability
The parties agrees to indemnify and save each other harmless, their officers, agents and employees from and against any and all claims
and liabilities (including expenses) for injury or death to persons, or loss of or damage to property, or fines and penalties which may
result, in whole or in part by reason of the buying, selling or use of any of the services purchased or provided under this Agreement
except to the extent that such damage is due solely and directly to the negligence of either party.

In no event, including negligence, shall either party’s liability for breach or alleged breach of this Agreement exceed the total price shown
on this Agreement.

9. Severability
Should any provision of this Agreement or part thereof be held under any circumstances in any jurisdiction to be invalid or unenforceable,
that provision will be stricken and such actions shall not affect the validity or enforceability of any other provision or part of this
Agreement.

10. Client Responsibilities
Client is responsible for providing STI personnel with the equipment necessary to perform the provisions outlined in this document. Client
is also responsible for providing administrative access for all systems related to this proposal, approval for all system downtime for testing
and modifications, access to internal personnel related to this project, and access to the Client’s facility during regular business hours and
outside of these hours as required to complete the provisions outlined in this document within the scheduled time-line. Client agrees to
pay STI for services according to the terms and schedules outlined in this document.

11. Equipment and Material Requirements
In cases where on-site access is required, STI requires that a desk and telephone be made available to STI personnel until all work is
completed. STI assumes that the equipment and software that will be used to complete this project has been legally acquired and
remains in working condition throughout the duration of the Agreement.

Customer Initial x
12. Hourly Minimums
STI requires that all Client site and remote work be billed according to the following minimums, one (1) hours on-site and thirty (30) minutes remote. After meeting the hourly minimums, remaining work will be billed in thirty minute increments for onsite work and fifteen (15) minute increments for remote support. Hourly rates will be charged in accordance with the service contract. A detailed description of services performed can be made available upon request.

13. Urgent Response
Support requested outside of normal business hours or the scope of this contract will be billed at urgent response rate. The rate for Urgent Response On/Off Site/Telephone Support/Travel Time is $275 per hour. After the first hour, Urgent Response will be billed in thirty (30) minute increments.

14. Limits
STI's performance of the responsibilities outlined in this document assumes that the Client has complied with all Client Responsibilities and Equipment and Material requirements. Contingent upon mutual consent, both parties agree to accommodate deviations in the time schedule. Client cooperation is necessary to accommodate system downtime for testing and trouble-shooting. STI has the discretion to use more than one consultant to cover the support, research, and proposal conception for this contract.

STI shall not be liable for delays or interruption in service beyond its control or due to an act of God, earthquake, fires, strikes, floods, unusually severe weather delays in transportation or due to the fault of manufacturer-required input or assistance with equipment, including equipment warranty or service issues.

15. Work Locations and Availability
Portions of this project may be performed remotely where applicable. Arrangements can be made in advance by the Client and STI for remote system access to minimize response times when this is deemed critical by the Client.

Customer Initial:

V. Contacting STI

For billing and administrative questions:

Southland Technology, Inc.
8053 Vickers St.
San Diego, CA 92111

Tel: (858) 694-0932
Fax: (858) 694-0938
Email: accounting@southlandtechnology.com
Web: http://www.southlandtechnology.com

For project support: Chris Sellman

Tel: (858) 694-0932 x110
Fax: (858) 694-0938
Email: csellman@southlandtechnology.com
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: C.M. Brahmbhatt
Interim Vice President for Business and Financial Affairs

INITIATED BY: Wayne Yanda, CPA
Director of Finance

SUBJECT: Agreement with UnionBanc Investment Services

RECOMMENDATION

Recommend approval of Agreement No. A3418.12 with UnionBanc Investment Services, for investment services for the Southwestern College Bookstore, effective January 12, 2012, at no cost to the District.

OVERVIEW

The Southwestern College Bookstore previously invested its excess cash with Union Bank but that investment product has been discontinued. The entity now offering these investment products is UnionBanc Investment Services. To proceed with the placement of approximately $250,000 in excess bookstore cash into a certificate of deposit, an agreement, application and resolution are needed.

FISCAL IMPACT/ACCOUNT

No cost to the District.

WCY:jr
**MONEYFLOW CERTIFICATE OF DEPOSIT ACCOUNT APPLICATION**

Please Print Clearly

P.O. Box 513100, Los Angeles, California 90051-1100
(800) 634-1100

**Customer Identification Verification/USA PATRIOT Act** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth (for an individual) and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

**Account Registration**

<table>
<thead>
<tr>
<th>ACCOUNT NAME</th>
<th>DATE OF BIRTH (MM/DD/YYYY)</th>
<th>SOCIAL SECURITY NO. OR TAX ID NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwestern Community College District</td>
<td>95-8006659</td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL ACCOUNT HOLDER**

<table>
<thead>
<tr>
<th>DISTRICT BOOKSTORE ACCOUNT</th>
<th>DATE OF BIRTH (MM/DD/YYYY)</th>
<th>SOCIAL SECURITY NO. OR TAX ID NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LEGAL ADDRESS**

<table>
<thead>
<tr>
<th>(No P.O. Box)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>900 Otay Lakes Road</td>
<td>Chula Vista</td>
<td>CA</td>
<td>91910</td>
</tr>
</tbody>
</table>

**MAILING ADDRESS**

<table>
<thead>
<tr>
<th>(If different from legal address above)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CITIZENSHIP**

- [ ] United States  
- [ ] Resident Alien  
- [ ] Non-Resident Alien  
- [ ] (W-8 Form Required)

**COUNTRY**

[ ]

**HOME PHONE NUMBER**

**BUSINESS PHONE NUMBER**

619-482-6414

**SECURED MESSAGING EMAIL ADDRESS (FOR HOA ACCOUNTS ONLY)**

**EMAIL RECIPIENT NAME**

---

**Type of Account**

- [ ] Individual (1099)  
- [ ] Trust* (1099)  
- [ ] Bank/Credit Union* (No 1099)  
- [ ] Community Property (1099)  
- [ ] Estate* (1099)  
- [ ] Association* (No 1099)  
- [ ] LLC* (No 1099)  
- [ ] Tenants in Common (1099)  
- [ ] Partnership* (No 1099)  
- [ ] Homeowners Assoc (No 1099)  
- [ ] Joint Tenant WROS (1099)  
- [ ] Non Profit (No 1099)  
- [ ] Corporation* (No 1099)  
- [ ] Pension/Profit Sh Pl* (No 1099)

*ADDITIONAL RESOLUTION AND/OR TRADING AUTHORIZATION WILL BE NECESSARY FOR THESE TYPES OF ACCOUNT.

---

**Account Service Instructions**

Deposit proceeds and charge purchases to my Union Bank Account:

Union Bank Account Number*:

*Union Bank retirement accounts—this account must be a retirement account type.

---

**Identification - Provide Identification as Required** - for additional owners, use Supplemental Joint Account Information (Form 02029)

**Primary Account Owners/Signer -- Select one:**

- [ ] Legal U.S. Resident Driver's License or any other government issued photo identification (specify type):
  - Copy is required.

**Form of Identification:**

<table>
<thead>
<tr>
<th>TYPE OF GOVERNMENT ISSUED ID</th>
<th>ID NUMBER</th>
<th>STATE/COUNTRY OF ID ISSUANCE</th>
<th>ID ISSUANCE DATE</th>
<th>ID EXPIRATION DATE</th>
</tr>
</thead>
</table>

---

**For Duplicate Confirms or Statements**

- [ ] Confirms  
- [ ] Statements  

Send to:

**NAME**

**ADDRESS**

**CITY**  

**STATE**  

**ZIP CODE**

---

**FOR INVESTMENT SERVICES USE ONLY**

**BROKERAGE ACCOUNT NUMBER**

**REP. NUMBER**

461

**REP. NAME (Please Print)**

Brandon Linster

**LICENSED BANKER EMPLOYEE NO.**

**LICENSED BANKER NAME**

**REFERRAL ID**

s2472870

**BRANCH NO.**

479

**PRINCIPAL APPROVAL**

**DATE**

---

**FORM 53957 (Rev. 10/2011) eFIRM**

Page 1
Know Your Client (KYC) Profile

**Client Introduction**

1) How was the client introduced to UBIS:
   - Referral from Union Bank
   - Solicitation
   - Referral from existing UBIS client
   - Unsolicited Call-In

2) Has the registered representative met with the client(s)/account owner(s) in person and viewed their identification?
   - Yes
   - No

3) Existing Union Bank Account/Relationship?
   - Yes
   - No

If "Yes", Account Number:

**Account Funding Source**

<table>
<thead>
<tr>
<th>Initial Deposit</th>
<th>Funds</th>
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</thead>
<tbody>
<tr>
<td>$ 250,000</td>
<td></td>
</tr>
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</table>

**Purpose of Account**

Check all that apply that describe the purpose of this account:

- Funding daily expenses
- Long term investment growth
- Funding retirement
- Intermediate investing
- Funding education
- Estate Planning
- Business Cash Management
- Other (specify):

**For All Customers:**

Are you any of the following?:

- Money Service Business (MSB)  Yes, Complete Form #02077-1
- Senior Foreign Political Figure (Individual or Entity) (SFPFF/Foreign Embassy or Consulate Employee)  Yes, Complete Form #02077-2
- 501(c)(3) Non-Governmental Organization/Charity (NGO)  Yes, Complete Form #02077-3
- NONE OF THE ABOVE

If "Yes", obtain KYC documentation from Union Bank business unit OR complete corresponding KYC Addendum and attach.

**For Privately Held Business Entities Only:**

1) Is the Business Entity involved in any of the following business types (Check one):
   - ATM Operator
   - Vending Machines
   - Cash Intensive Business
   - Recycler
   - Casino/Gaming/Card Club
   - Dealers of Jewels/Precious Metals/Stones/Numismatic Items/Antiques
   - Manufacturer or Distributor of Weapons or Military Equipment
   - Any Non-U.S. Business Entity—List the country the Business Entity is organized under:

   - NONE OF THE ABOVE

2) Attach KYC documentation from Union Bank business unit OR complete the following:
   a) Complete Form 02029, Supplemental Account Owner Information Sheet, for all Entity Account Signers, and Authorized Traders

   b) Describe the Business Entity’s primary operations/industry:

      Education

   c) Besides the U.S., list country(ies) where the Business Entity derives 50% or more of its revenue from a foreign country or is contracted by a foreign government:

    ______________________________________

   d) Please list the full name and residence address of all Beneficial owners with 10% or more ownership:

    ______________________________________
Disclosure

By purchasing a certificate of deposit ("CD") through UnionBanc Investment Services, we would like you to understand and acknowledge the following:

- A CD purchased through UnionBanc Investment Services is NOT a CD of Union Bank, N.A.
- A CD purchased through UnionBanc Investment Services is held in the name of UnionBanc Investment Services LLC, as your agent.
- Customer should purchase a CD through the Program only if Customer intends and expects to hold the CD until maturity. Broker does not intend to create or facilitate a secondary market for the CDs. However, Broker may, only in its sole discretion, and only in extraordinary circumstances, facilitate the transfer of the CD prior to maturity.
- All interest rates quoted use a SIMPLE interest calculation. Interest is NOT compounded.
- A valid Union Bank demand deposit account is required to purchase brokered CD's. This will be the same account number that will be used by UnionBanc Investment Services.
- Customer recognizes that the entire amount of interest paid on a CD by the issuing institution to the Custodian on Customer's behalf may be taxable to Customer, and Customer should consult a tax adviser to determine any tax consequences to Customer. I acknowledge and understand that if my Brokered CD account is in the name of an entity that is exempt from tax reporting, that neither the Broker or the Custodian will report any information to the IRS, and I will not receive tax statements, i.e., a year-end 1099 statement, for the program. If my Brokered CD account is not exempt from tax reporting, the Broker or Custodian will report all tax information as is required by the IRS and I will receive appropriate tax statements.
- Customer statements are generated monthly. If Customer is enrolled in the Online Business Center, Broker will send only an electronic copy of the customer statement(s) to the Online Business Center e-mail address provided by the Customer.

By signing below, I acknowledge that I have read and understand the above disclosures and the Customer Agreement.

Customer Agreement -- Please read the Customer Agreements and Sign Below

I am at least the age of 18 years and am of full legal age in the state in which I reside. In consideration of your accepting one or more accounts, I hereby acknowledge that I have read, understood, and agreed to the terms set forth in the Customer Agreement on the reverse side. Under the penalties of perjury, I certify (1) that the taxpayer identification number indicated above is correct, and (2) that I am not subject to backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (Please check here [] only if you are subject to backup withholding.) I understand that telephone calls may be recorded for my protection. I hereby consent to such recording. I irrevocably authorize you to make withdrawals from, and deposits to, the above-referenced bank account for the purpose of carrying out my instructions.

I hereby agree to read and be bound by the terms of the Customer Agreement as currently in effect and as may be amended from time to time. This account is governed by a Pre-Dispute Arbitration Agreement herewith provided and is located on page 6 of this document. I acknowledge that I have received, read and agree to the Pre-Dispute Arbitration Agreement.

X
SIGNATURE

DATE

X
SIGNATURE OF JOINT TENANT

DATE

Melinda Nish, Ed.D.
Superintendent/President

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

Director

Approval No.: A3418.10
Date: 12/3/11

FORM 53957 (Rev. 10/2011) eFORM
CD PLACEMENT SERVICE AGREEMENT

This Certificate of Deposit (CD) Placement Service Agreement ("Agreement") is entered into by and between Union Banc Investment Services LLC ("Broker"), and in connection with Customer's completion of the MoneyFlow Certificate of Deposit Account Application and, subject to the following terms and conditions:

1. Custody. Broker is authorized to act as Customer's agent with regard to custody of the certificates of deposit ("CDs") in which Customer may have a beneficial interest and which will be held for Customer's benefit pursuant to Broker's CD Placement Program (the "Program"), and to establish a custodial account for CDs purchased through the program (the "Account") with its parent, Union Bank, N.A., ("Custodian").

2. Advice. Customer understands that Broker does not provide investment advice in connection with this account, and "does not give advice or offer any opinion with respect to the suitability of any order."

3. Interest Rates on Certificates of Deposits and Fees. Interest rates quoted on CDs purchased through the Program are quoted net of commissions and fees paid to Broker, Custodian, and other service providers involved in the Program ("Service Providers") ("Quoted Rate"). Interest passed through to Customer will be calculated by applying this Quoted Rate to the face amount of each CD on an annual simple interest basis, based upon a 365/366-day year, with interest paid monthly, except in the case of CDs on which interest is payable only at maturity. The interest rate used by the financial institution issuing the CD (the "Issuing Institution") to calculate the amount of interest paid on the CD will be higher than this Quoted Rate, and the interest calculation method used by the Issuing Institution may differ from the calculation method used by Broker to determine the amount of interest to be paid to Customer. The difference in rate, and any difference in interest calculation method, will result in more interest being received by the Custodian on Customer's behalf from the Issuing Institution than is passed through by Broker to Customer, because the fees or commissions of Broker, the Custodian, and other Service Providers paid or to be paid for services rendered in connection with the Program equal this difference. Customer hereby authorize the Custodian to deduct and retain these fees or commissions from the interest paid by the Issuing Institution and received by the Custodian on Customer's behalf; to retain for itself the appropriate amount of the fees or commissions earned by the Custodian for services rendered by it in connection with the Program; and to directly remit the fees or commissions to Broker and any other Service Providers for services rendered by them in connection with the Program.

4. No Withdrawals or Redemption. CDs may not be withdrawn or redeemed prior to their stated maturity date, unless otherwise permitted by the terms of the CD. If redemption is permitted, Customer may have a loss of interest and may be subject to substantial early redemption penalties (which may include a loss of principal), imposed by the Issuing Institution, the Custodian, and possibly by Broker. To request a withdrawal or redemption, please contact your Broker, or the Custodian, Union Bank, N.A., P.O. Box 85292, San Diego, California 92186-5285. Telephone: 619-220-3532.

5. Instructions. Customer understands and agrees that broker may record telephone conversation for accuracy in understanding and executing Customer's Instructions. If there are multiple parties shown as account holder on the Certificate of Deposit Account Application, each party shall have full authority to deal with Broker with respect to the account as fully and completely as if he or she alone were interested therein, without notice to the other or others interested in the account. Broker is authorized to follow the instructions of any of the signors on the Certificate of Deposit Account Application in every respect concerning the account. This authority shall remain in full force and effect until written notice of revocation is delivered to Broker. Customer hereby authorizes Custodian to rely on the instructions or information provided by Broker on Customer's behalf with respect to all matters regarding Customer's beneficial interest in the Account, including but not limited to the placing of purchase and redemption orders for CDs for the Account, the terms of each CD that Customer has agreed to purchase, and the withdrawal or transfer of Customers funds, so long as any transfers or withdrawals are for the Account. Custodian will not be required to act on any instructions which are not completed in accordance with Custodian's requirements from time to time as to content of instructions and the manner and timeliness of their delivery by Broker. The foregoing will be effective unless and until Broker delivers written instructions to the contrary from Customer. Customer hereby instructs Custodian to deliver to Broker all written or other notices with respect to the Account regarding Customer's CDs, including any notices received by Custodian from issuing institutions, relating to CDs held in the Account in which Customer has a beneficial interest. Any such communications delivered to Broker will be deemed to have been delivered to Customer, regardless of whether they are actually received by Customer.

6. Payment on Demand; Security Interest. Customer will at all times be liable for the payment upon demand of any debit balance or other obligations or liabilities in connection with the Program ("Indebtedness"). Customer must have good funds on deposit with Union Bank, N.A. in an amount sufficient to purchase the CDs at the time of the purchase. Customer agrees that if on demand, Customer fails to pay any indebtedness, Custodian may close out Customer's interest in the Account and liquidate Account assets in an amount sufficient to pay the Indebtedness. As security for the payment of any such present or future Indebtedness, Customer hereby pledges to Custodian all cash, CDs and other property of every kind now or hereafter received by Custodian or held by Custodian on behalf of Customer in connection with the Program, and hereby grants to Custodian a lien, right of set-off and continuing security interest in such cash, CDs and other property.

7. Limitation of Liability. Each CD is a depositary obligation of the Issuing Institution, and is not an obligation of Broker or the Custodian. Neither Custodian nor Broker will be liable for any action or omission in performing its duties in connection with Program except if a court of competent jurisdiction determines that such action or omission was the result of gross negligence or willful misconduct. Customer agrees to indemnify Broker, the Custodian and other Service Providers from all claims, losses, liabilities, actions or suits and the costs of defense thereof, or other expenses, including reasonable legal fees, arising out of or relating to the Program, provided that no indemnification obligations will arise if any such claim, loss, liability, action, suit or expense results from an act or omission where Broker, the Custodian or other Service Provider has been held by a court of competent jurisdiction to have acted or failed to act and such
action or inaction constitutes gross negligence or willful misconduct. Customer agrees that none of Broker, Custodian, or other Service Providers is liable for any loss caused directly or indirectly by war, natural disaster, government restrictions, exchange or market rulings, labor disputes, mechanical or electrical breakdowns or other conditions beyond their respective control. Broker, Custodian, and other Service Providers will not be required to prosecute or defend any legal proceedings involving the Account, or to take any other action unless it or they are indemnified to their respective satisfaction. Customer agrees to indemnify and hold Broker, Custodian, and the Service Providers harmless if any of them determine that they must engage legal counsel or take other action in connection with Customer’s interest in the Account or Customers participation in the Program.

8. Restriction on Pledge. Customer understands and agrees that, except as provided in paragraph 7 above, it may not pledge, collaterally assign, mortgage, encumber or hypothecate any interest in any CD held in the Account pursuant to this Agreement or any proceeds thereof, or any interest in the Account.

9. Federal Deposit Insurance Limitations. Customer understands and acknowledges that, in order to provide the Program, Broker is licensed to use the MoneyFlow System, a system which is designed to allow the sale of only certificates of deposit issued by financial institutions holding a unique insurance certificate number (an ICN) issued by the Federal Deposit Insurance Corporation (FDIC). Customer further understands and acknowledges that FDIC insurance covers only up to FDIC-stated coverage limits for amounts deposited or invested in an insured financial institution (whether such deposits or investments are held directly by Customer or held by others on Customer’s behalf) including interest accrued through the date of issuing institution’s close.

10. Supersession. The terms and conditions of this Agreement regarding Customer’s purchase of CDs supersedes any conflicting language in any other agreement that Customer signed with Broker prior to or concurrent with Customer’s execution of this Agreement.

11. Amendments/Termination. Investment Services may amend, terminate or restrict the services contemplated by this Agreement or provide me with additional disclosures, at any time, in any respect, effective upon sending written notice to me. My use of the services provided hereunder after you send such amendment, notice or disclosures shall constitute my agreement thereto. I have the right to terminate this Agreement at any time by sending written notice to: UnionBanc Investment Services LLC, P. O. Box 513100, Los Angeles, CA 90051-1100. I will continue to be responsible for any obligations I incurred prior to any termination. Any termination will only affect transactions initiated after receipt of such notice and provided Investment Services has a reasonable time to act on it.

12. Unlawful Internet Gambling Enforcement Act (UIGEA). Under applicable U.S. Federal or State law and regulations, conducting transactions through my account(s) related to unlawful Internet gambling are prohibited by UnionBanc Investment Services.

By signing the client agreement I am certifying that I am not engaged in an Internet gambling business.

Further, UnionBanc Investment Services has the right, without liability to me or anyone else, to refuse processing any transaction and/or close my account if UnionBanc Investment Services, in your sole discretion, suspect such activities relating to unlawful Internet gambling.
PRE-DISPUTE ARBITRATION AGREEMENT

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

(1) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

(2) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION IS VERY LIMITED.

(3) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED THAN IN COURT PROCEEDINGS.

(4) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE; A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

(5) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

(6) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

(7) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

All controversies that may arise between me, You and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction or the continuation, performance, interpretation or breach of this or any other agreement between me, You and NFS whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify You in writing of my designation within five (5) days after such failure or after I receive from You a written demand for arbitration, then I authorize You and/or NFS to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
RESOLUTION
ASSOCIATION OR OTHER NON-CORPORATE ORGANIZATION

P.O. Box 513100, Los Angeles, California 90051-1100
(800) 634-1100

BE IT RESOLVED THAT Wayne C. Yanda, Director of Finance

(Name and Title of Officer)

is hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of this

Southwestern Community College District

(Type of Organization)

I, Melinda Nish, Ed.D.

(Name and Title of Officer)

of Southwestern Community College District

(Name of Organization)

hereby certify that the foregoing is a true copy of a resolution duly adopted by the

Southwestern Community College District Governing Board

(Name of Governing Body of the Organization)

of said Governing Board at a meeting duly held the 11th

day of January, 2012, at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the

California Education Code #

(Name of Document under which Organization is Operating)

of said Southwestern Community College District

(Name of Organization)

(SEAL)

Date

[If no seal, certify that there is no seal]

Subscribed And Sworn To Before Me

This ______ day of ___________________________ 20

Notary Public
(After Seal)

Originator: Wayne Yanda, Director of Finance
Account: 1-38999-693000-026

Account Cared with National Financial Services LLC
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

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

INITIATED BY: Silvia Cornejo-Darcy
Dean, Higher Education Center at Otay Mesa

SUBJECT: Agreement with Kaiser Permanente Medical Group

RECOMMENDATION

Approve Agreement No. AR3420.12 with Kaiser Permanente Medical Group, for providing a Contract Education course for Kaiser Permanente Registered Nurses, for the period January 12 to May 18, 2012, inclusive, in the amount of $20,900 income to the District.

OVERVIEW

The District shall receive $20,900, for providing training and materials for a maximum of 20 Kaiser Permanente Registered Nurses to take course ORN 295F (13 units).

FISCAL IMPACT/ACCOUNT

$20,900 Income to the District/Account No. 1-38896-120397-651

SCD:as
CONTRACT INSTRUCTION AGREEMENT

November 21, 2011

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, Kaiser Permanente, P.O. Box 41906 Los Angeles, CA 90041-0906 (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 the trainer and materials to conduct the “Basic Perioperative Nursing Course, ORN 295F” training for the Agency:

**DATE(S), COURSE(S), DESCRIPTION(S)**

January 12, 2012 – May 18, 2012
Provide a thirteen unit course, ORN 295F, Basic Perioperative Nursing, for Kaiser Permanente Registered Nurses

1.1 Student certificates will be provided upon successful completion:

| Noncredit: | Contract Education: X |

1.2 Schedule: January 12, 2012 – May 18, 2012

1.3 Total hours of instruction: 234 hours (13 units)

1.4 Training location: Southwestern College, Higher Education Center at Otay Mesa and Kaiser Permanente Hospital

**CONDITIONS & STANDARDS**

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

4.1 Provide appropriate and adequate clinical facilities.

4.2 Pay the District $20,900, for training in Basic Perioperative Nursing. Fee does not include student registration and materials. Payment will be made via invoice upon completion of training or within (15) days after receipt of service.

4.3 Class size will not exceed a maximum of 20 participants.
5. **DISTRICT AGREES TO THE FOLLOWING:**

5.1 Provide a community college instructor and appropriate curriculum.
5.2 Open the class only to designated employees of the agency or those referred.
5.3 Deliver instruction at the college and the agency setting.

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

7. **CANCELLATION:** This agreement can be terminated by either party (District or Agency) without cause by giving fifteen (15) days written notice to the other party prior to the commencement of services. Any costs incurred by the District prior to the date of termination will be paid to the District by the Agency.

8. **EQUAL OPPORTUNITY:** Neither District nor Agency shall discriminate against any employee or student on the basis of age, race, color, religion, national origin, sex, or mental or physical handicap.

9. **INSURANCE AND LIABILITY:**

9.1 Agency shall carry its usual comprehensive general liability insurance and Workers' Compensation for the duration of this agreement, covering Agency's referred employees or students.

9.2 District shall carry public liability insurance, or shall self-insure for public liability, covering the employees of District during assignment with the Agency. District shall carry its usual Workers' Compensation coverage for employees of the District during assignment with Agency.

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

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

Southwestern Community College District
Melinda Nish, Ed.D.
Superintendent/President

Kaiser Permanente
Maureen Casamiquela, Ph.D.
Regional Program Director
Education and Clinical Practice

Date

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: AR 3420.12
Date: 12/8/11

Originator: Silvia Cornejo-Darcy
Budget No: 1-38896-120397-651
Office of the Superintendent/President  
MEMORANDUM  

TO: SCC  
FROM: Denise Whittaker, Interim Superintendent/President  
SUBJECT: Naming of Building Criteria and Nominee Justification  

DATE: 11/18/11  

Background: The SWC Naming Committee consisted of the following constituent representatives: Chris Bender, Terry Davis, Tom Davis (community representative), Linda Gilstrap (Foundation representative), Janet Mazzarella (SCEA), Bruce MacNintch (CSEA), Angie Stuart (Academic Senate), and Bob Temple. I served as non-voting chair of the committee. Claudia Duran, ASO President (or designee) will be added to the committee per their recent request. The group met on June 23, 2011 to review several nominations and accepted/approved the following recommendations:  

1. **Name the Administration Building of the Corner Lot after Joseph Rindone, Jr., Founding Father of Southwestern College and first District Superintendent of the Sweetwater Community College (1961-1967).**  
2. **Name the Snack Bar Grill in the Cafeteria after Raul Haro, for years of quality grill service.**  

Board Policy 2007 and corresponding Procedures (attached) served as the basis for naming consideration and includes the Selection Criteria shown below that was used in approving the two submittals.  

**Selection Criteria:** Decisions to name facilities or properties after an individual shall be made under circumstances free from emotion and transitory pressures. Generally, a facility would be named for a person or persons, an organization, or a corporation only if:  

- The honoree has achieved unique distinction in higher education and/or other significant contributions to the public good;  
- The honoree has served the Southwestern Community College District and has earned a national or international reputation, or made such extraordinary contributions to the District or to the community college system which warrant special recognition;  
- The honoree was an employee of the District (must be retired or deceased for at least two years, and if deceased, the approval of the family or estate is required);  
- The honoree makes a substantial monetary gift to the District.  
  
- Southwestern Community College District may name facilities and properties in honor of significant contributions of funds to the District. It is expected that each naming opportunity will recognize the donor according to the level of gift and size of facility.  
- The Governing Board will take into consideration the significance and amount of the proposed gift as either or both relate to the realization, completion or enhancement of a facility or property.  
- The donor gift shall be in the amount which will either fund the total cost of the project to be named or provide the funding for that portion of the total cost which would not have been available from any other source (such as federal or state loans or appropriations, student fees, bond uses, etc.), the latter to constitute a significant portion of the total cost of the project to the named, as determined on the merit of each individual case.
NAMING OF COLLEGE FACILITIES

It is within the legal purview of the Governing Board to name campus buildings and other facilities based upon information provided by the Superintendent/President, following an appropriate nomination and review process. The naming of facilities can have philosophical and practical value to the institution from the standpoint of identity and community and regional pride.

Procedures shall be established to assure that the name of campus buildings and other facilities will be consistent in style and application. General guidelines to be applied to the process of naming campus buildings including the following:

1. Consideration of geographic location of facilities, including prominent landmarks and geographical features or community names.

2. Consideration of names with historic or cultural significance in the region.

3. Extraordinary financial support of the college to further its programs, activities or capital construction.

4. Extraordinary contribution to the college and its students by an individual, group or organization other than college staff.

5. Extraordinary individual or organizational service to the community served by the college, not necessarily the college alone.

6. Extraordinary and/or longstanding service by an individual member of the faculty, staff, student body, administration or Governing Board to the students and programs of Southwestern College.

7. Other extraordinary reasons as determined by the Governing Board.
Selection Criteria

Decisions to name facilities or properties after an individual shall be made under circumstances free from emotion and transitory pressures. Generally, a facility would be named for a person or persons, an organization, or a corporation only if:

✓ The honoree has achieved unique distinction in higher education and/or other significant contributions to the public good;

✓ The honoree has served the Southwestern Community College District and has earned a national or international reputation, or made such extraordinary contributions to the District or to the community college system which warrant special recognition;

✓ The honoree was an employee of the District (must be retired or deceased for at least two years, and if deceased, the approval of the family or estate is required);

✓ The honoree makes a substantial monetary gift to the District.

- Southwestern Community College District may name facilities and properties in honor of significant contributions of funds to the District. It is expected that each naming opportunity will recognize the donor according to the level of gift and size of facility.

- The Governing Board will take into consideration the significance and amount of the proposed gift as either or both relate to the realization, completion or enhancement of a facility or property.

- The donor gift shall be in the amount which will either fund the total cost of the project to be named or provide the funding for that portion of the total cost which would not have been available from any other source (such as federal or state loans or appropriations, student fees, bond uses, etc.), the latter to constitute a significant portion of the total cost of the project to the named, as determined on the merit of each individual case.
Justification for Naming of the Administration Building of the new Corner Lot after Joseph Rindone, to commemorate him as our Founding Father:

1) Sweetwater Union High School District Superintendent, Joseph Rindone, Jr., started promoting the concept in the 1950's that a junior college was needed in the South Bay area.

2) The National City and Chula Vista Chambers of Commerce formed a junior college study committee in November, 1959. Joseph Rindone, Jr. explained that there was a 24¢/ $100 of assessed property value for junior college purpose for all South Bay properties. He explained that the law provided a countywide property tax to partially pay the cost of junior college level classes for the Sweetwater area students attending one of the three San Diego County junior colleges.

3) The committee decided to organize a junior college district and hold a bond election to provide funds for what is now the SWC site and facilities.

4) Joseph Rindone, Jr. and the Sweetwater Union High School District Board of Trustees proceeded with the steps for forming and operating a local junior college (now SWC). The approval steps included:
   a. A study was submitted and approved by the San Diego County Committee on School District Organization. They approved the organization of a junior college for the Sweetwater district and referred the matter to the State Department of Education in February, 1960.
   b. The State Department of Education approved the organization of a junior college in April, 1960 and requested the County Superintendent of Schools to call an election to determine if the local electorate supported the idea.
   c. The item was placed on the November 8, 1960 ballot and 22,215 voters approved the formation of a junior college consistent with the boundaries of the Sweetwater District (4,631 voted against the measure).
   d. Under laws at that time, the Sweetwater Superintendent (Rindone) and the Board of Trustees governed the junior college. Both districts (high school and junior college) were served by the same superintendent, administrators, and Board. High School and Junior College board meetings were held back-to-back until 1967 when the districts separated.
   e. As noted in the document, "Southwestern College 1961 – 1990 - A History by Chester S. DeVore", Joseph Rindone, Jr. provided the following leadership:
      i. Approval of Resolution No. 1 authorizing a $6 million bond issue; called for the posting of the election notice, appointment and compensation to be paid bond election officers; and set the election date for February, 1961.
      ii. Determined that junior college classes would be offered beginning September, 1961 only if the bond measure passed to avoid starting a junior college program in temporary facilities without the assurance of a new campus.
      iii. Requested and received $12,000 from the County Superintendent of Schools to pay for the bond election and other related expenses.
      iv. Explored options for the temporary location for classes and identified Chula Vista HS as this site.
      v. Created the Citizen’s Committee for Education to support the passage of the bond.
      vi. The bond passes with 84% voter support in February, 1961.
vii. Recruited and hired the first president, William N. Kepley, Jr. on a one-year leave of absence from the Los Angeles Junior College District to assist in the development and structuring of the junior college.

viii. Joseph Rindone, Jr. was appointed Superintendent of the junior college (while concurrently serving as Superintendent of the Sweetwater Union HSD) for a term of four years.

ix. Hired Faculty and staff in May, 1961.

x. Explored various sites (studying purchase cost options, sewer, road access, water supply and pressure, etc.) for the permanent location of SWC.

xi. Provided operational structure for the junior college as provided by the SUHSD.

xii. Submitted to the Board for approval the name of the college, courses to be offered, class schedule, curriculum approval, etc.

5) In addition to the accomplishments directly related to Southwestern College, Joseph Rindone was also a highly respected community leader and educator, serving as teacher and principal in Chula Vista, and district superintendent for the SUHSD. He also served as President of the following community organizations: National City-Chula Vista 20-30 Club, Toastmasters Club, Chula Vista Rotary, Phi Delta Kappa (honorary education fraternity), California Interscholastic Federation, California Association of Secondary School Administrators, San Diego County School Administrators Association, Board of Managers for San Diego Section C.I.F.; Honorary Member: Chula Vista Kiwanis Club, National City Kiwanis Club, Kiwanis Club of Sweetwater-National City, and the School Employees Association. He also served as a member of the: Library Board, Community Chest Board, Safety Council, Chamber of Commerce Board of Directors, State Commission for Evaluation of the High School Programs and commended by the Assembly of the California Legislature for his many contributions to education as teacher and administrator.

6) In 1990, Joseph Rindone was awarded an Honorary Degree at Southwestern College for his outstanding service in education and as the Founder of Southwestern College.

As noted in the document, “Southwestern College 1961 – 1990 - A History by Chester S. DeVore”, the closing statement about Joseph Rindone, Jr. reads as follows: Joseph Rindone was a strong, capable, and independent superintendent. He enjoyed the absolute backing and respect of the Board of Trustees. This made it possible to expedite decision-making required to meet the September (1961) opening date. He is the key to all that occurred.

The Naming Committee believes Joseph Rindone meets the criteria for naming a building or facility and that the absence of a building being named after the person who served as visionary for the creation of Southwestern College would be a significant oversight and that as part of our 50th Anniversary, it would be appropriate to rectify the omission by identifying the future Administration Building at the Corner Lot as the Joseph Rindone Administration Building. The community representative expressed acknowledgement that this action and recognition is long overdue. The Committee desires this to be approved now so as to use the time between now and the opening of the building to further opportunities for donation to the Foundation sponsored Joseph Rindone Legacy Scholarship that will be created in his honor in conjunction with the naming of the building.
Justification for Naming of the Grill Area of the Cafeteria as “The Raul Haro Grill” to commemorate the quality and service of Raul Haro, grill cook.

Although the naming of the grill for Raul Haro does not fall under the Naming Policy, the Naming Committee and the Shared Consultation Counsel desires Board approval due to the significant positive influence Raul had as chief grill cook. Accordingly, justification for naming of the grill is submitted as follows:

1) He was the Master Short-Order Cook in the Cafeteria, known for outstanding customer and quality service.
2) He was known for knowing everyone by name and respecting everyone who came into his life.
3) You were always served with kindness, special consideration, and genuine appreciation.
4) He made everyone feel special and is one of those rare people who touched so many lives in a positive manner.
5) Because he was a special human being to so many people, the staff in the Cafeteria would like to name the grill area in his honor to maintain his uplifting spirit and personality.
6) A Raul Haro Scholarship through the SWC Foundation will also be tied to the naming of the Grill area supporting culinary art students.
7) Raul served the Southwestern Community College District and made extraordinary contributions to the District which warrants special recognition.
8) Raul Haro worked for SWC for 7 years.
9) He passed away unexpected in May, 2011.

The Raul Haro Culinary Arts Scholarship will be created by the SWC Foundation in honor of Raul and to support the students enrolled in the culinary arts program.
INSTITUTIONAL MISSION, VISION & VALUES

Reference: Education Code 66010.4, Accreditation Standard One; Strategic Plan

The following statement is the adopted Mission Statement, which is a key part of the Southwestern Community College District strategic planning process:

**SWC-Mission Statement**

Southwestern Community College District serves promotes student learning and success by committing to continuous improvement that includes planning, implementation, assessment, and evaluation. We serve a diverse community of students by providing a wide range of dynamic and high quality educational—academic—programs and comprehensive student services.

The College District provides educational opportunities in the following areas: associate degree and certificate programs; transfer; professional, technical, and career advancement; basic skills; personal enrichment; non-credit adult education; community services; and economic, workforce, and community development.

**Vision**

Southwestern Community College District builds an exceptional community of learners and leaders who will promote social, educational and economic advancement.

**Commitment to Achieving Student Learning Institutional Student Learning Outcomes:**

Upon completion of an organized program of study, students will demonstrate core competency in the following areas:

1. Communication Skills (listening, speaking, reading and writing)
2. Thinking and Reasoning (creative thinking, critical thinking, and quantitative reasoning)
3. Information Competency (research and technology)
4. Global Awareness (social, cultural, and civic responsibility)

**Institutional Performance Indicators:**

The College District has identified eight Institutional Performance Indicators (IPIs) to track our progress toward accomplishing our Mission and Strategic Planning Priorities. These IPIs include: retention rates, success rates, persistence rates, transfer preparedness, overall student satisfaction, employment preparation, licensure/certification pass rates, and student goal attainment.

**Adopted:** August 13, 2008
**Revised & Adopted:** February 9, 2011
**Revised & Adopted:**
INSTITUTIONAL MISSION, VISION & VALUES

Institutional Values:

The following values guide how the institution thinks and acts – essentially defining the enduring character of the College District institution:

- Mutual respect – to treat one another with respect, dignity, trust, and fairness, appreciating the diversity of our community, students, and work force, in a collegial and cooperative manner
- Shared planning and decision making – to engage in a collaborative process in which creative thinking, ideas and perspectives contribute to the well being of the entire College community
- Integrity – to say what we mean, to deliver what we promise, to fulfill our commitments, and to stand for what SWC values
- Accountability – to assume responsibility for our College’s future as stated in our mission and goals
- Cultural competence and commonality – to positively engage our College community in developing a deep appreciation of and collegiality among all cultures
- Scholarship and love of learning – to foster and pursue one’s curiosity and passion to seek knowledge and gain deeper understanding
- Critical inquiry and thinking – to nurture intellectual exploration and develop the analytical skills to problem-solve in new situations throughout life
- Life-long learning – to inspire a vital and imaginative learning environment
- Practical and responsive – to provide practical educational experiences

The Mission, Vision & Values shall be evaluated and revised on a cyclical basis to correspond with institutional strategic planning timelines.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

SUBMITTED BY: Linda L. Gilstrap
Dean, Institutional Effectiveness
Executive Director, Southwestern College Foundation

SUBJECT: Mission Statement Review Summary

The Southwestern Community College District Mission Statement, College District Policy 1200, was reviewed this year by the Shared Consultation Council (SCC) at its annual retreat on Wednesday, August 3, 2011. At the retreat, the SCC provided input regarding the length of the Mission Statement. The SCC stated that the second paragraph actually sounded better as the introductory sentence to the Mission. In addition, it was suggested that we remove the bullets from the items listed. It was decided that the full Mission Statement would be reserved for posters, accreditation documents and other strategic planning documents.

The revised Full version of the Mission Statement reads as follows:

_**Southwestern Community College District promotes student learning and success by committing to continuous improvement that includes planning, implementation, assessment, and evaluation. We serve a diverse community of students by providing a wide range of dynamic and high quality educational-academic programs and comprehensive student services.**_

_We provide educational opportunities in the following areas: associate degree and certificate programs; transfer; professional, technical, and career advancement; basic skills; personal enrichment; non-credit adult education; community services; and economic, workforce, and community development._

It was also decided that the College needed an abbreviated version of the Mission Statement, which could be easily accommodated onto business cards, on agendas and in College District emails. This was recommended as the abbreviated version of the Mission Statement:

_**Southwestern Community College District promotes student learning and success by committing to continuous improvement that includes planning, implementation, and evaluation. We serve a diverse community of students by providing a wide range of dynamic and high quality academic programs and comprehensive student services.**_
Because there were no procedures for Policy 1200, new procedures stating when and how the full and abbreviated versions would be used has been written. In both Policy and Procedures, the values have not received any changes at all.

In addition to the Mission Statement, the SCC also expressed (at the September 7, 2011 SCC meeting) the need for a Vision Statement, and formed a task force to determine recommendations for SCC’s consideration. There were two versions of a draft Vision Statement created from SCC input, which were distilled from the recommendations to the SCC by the SCC Vision Task Force.

These two versions of the Vision Statement were then incorporated into the draft revision of the Policy & Procedures 1200 and were sent out for consultation to the constituencies of the SCC at the November 16, 2011 meeting. Constituencies included the Academic Senate, CSEA, SCCDAA, the ASO, Confidentials and the SCEA. Constituency leaders were to provide input on which version of the Vision Statement their constituencies preferred as well as provide a nod of approval of the revision of Policy & Procedures 1200. Consultation was completed on at the December 7th SCC meeting, at which time the SCC voted on the Vision Statement. The following was the final SCC approved Vision Statement:

"SWC builds an exceptional community of learners and leaders who will promote social, educational and economic advancement."

This Vision statement was then incorporated into the final draft version of Policy & Procedures 1200, which was also subsequently approved by the SCC on December 7, 2011.

It was also recommended by the SCC that any future changes to the Mission, Vision or Values would be recommended for the following academic year so as to allow for full vetting by the campus community and to allow the Governing Board to have full review of the recommended changes as well as printing of materials containing the Mission, Vision and Values.

LG:af
OFFICE OF THE GOVERNOR

December 5, 2011

An Open Letter to the People of California

When I became Governor again -- 28 years after my last term ended in 1983 -- California was facing a $26.6 billion budget deficit. It was the result of years of failing to match spending with tax revenues as budget gimmicks instead of honest budgeting became the norm.

In January, I proposed a budget that combined deep cuts with a temporary extension of some existing taxes. It was a balanced approach that would have finally closed our budget gap.

I asked the legislature to enact this plan and to allow you, the people of California, to vote on it. I believed that you had the right to weigh in on this important choice: should we decently fund our schools or lower our taxes? I don’t know how you would have voted, but we will never know. The Republicans refused to provide the four votes needed to put this measure on the ballot.

Forced to act alone, Democrats went ahead and enacted massive cuts and the first honest on-time budget in a decade. But without the tax extensions, it was simply not possible to eliminate the state’s structural deficit.

The good news is that our financial condition is much better than a year ago. We cut the ongoing budget deficit by more than half, reduced the state’s workforce by about 5500 positions and cut unnecessary expenses like cell phones and state cars. We actually cut state expenses by over $10 billion. Spending is now at levels not seen since the seventies. Our state’s credit rating has moved from “negative” to “stable,” laying the foundation for job creation and a stronger economic recovery.

Unfortunately, the deep cuts we made came at a huge cost. Schools have been hurt and state funding for our universities has been reduced by 25%. Support for the elderly and the disabled has fallen to where it was in 1983. Our courts suffered debilitating reductions.

The stark truth is that without new tax revenues, we will have no other choice but to make deeper and more damaging cuts to schools, universities, public safety and our courts.

That is why I am filing today an initiative with the Attorney General’s office that would generate nearly $7 billion in dedicated funding to protect education and public safety. I am going directly to the voters because I don’t want to get bogged down in partisan gridlock as happened this year. The stakes are too high.
My proposal is straightforward and fair. It proposes a temporary tax increase on the wealthy, a modest and temporary increase in the sales tax, and guarantees that the new revenues be spent only on education. Here are the details:

- Millionaires and high-income earners will pay up to 2% higher income taxes for five years. No family making less than $500,000 a year will see their income taxes rise. In fact, fewer than 2% of California taxpayers will be affected by this increase.

- There will be a temporary ½ cent increase in the sales tax. Even with this temporary increase, sales taxes will still be lower than what they were less than six months ago.

- This initiative dedicates funding only to education and public safety—not on other programs that we simply cannot afford.

This initiative will not solve all of our fiscal problems. But it will stop further cuts to education and public safety.

I ask you to join with me to get our state back on track.

[Signature] Jerry Brown
TO THE HONORABLE SECRETARY OF STATE OF CALIFORNIA

We the undersigned, registered, qualified voters of California, residents of the County (or City and County) referenced on the signature page of this petition, hereby propose amendments to the Revenue and Taxation Code, relating to California Public Education, Kindergarten through Grade 12, and post-secondary education, and petition the Secretary of State to submit the same to the voters of California for their adoption or rejection at the next succeeding general election or at any special statewide election held prior to that general election or otherwise provided by law. The proposed statutory amendments (full title and text of measure) read as follows:

The Proponents of this Initiative Statute have found that:

California's Public Educational System, Kindergarten through College and University has been cut to the bone. Overcrowded classrooms, textbook shortages, teacher and professor layoffs, and reduced or eliminated college class sections have made it impossible for millions of talented students to graduate.

University of California students' tuition fees have been raised by 20 percent, California State University students' tuition fees have been raised by 27 percent, and California Community College students' tuition fees have been raised by 80 percent for the 2011/2012 academic year, and these students face the probability of severe midyear tuition fee increases in the Spring 2012 semester. California's K-12 System is suffering with overcrowded classrooms, instructional material shortages, and teacher layoffs. Californians must act now to save our once renowned Educational System.

Education is the foundation of a strong economy. California Governors Pete Wilson and Arnold Schwarzenegger enjoyed tuition free education at UC Berkeley and Santa Monica College respectively. In the 1960s and 1970s, California's Educational System was the envy of the world. During this time, public higher education was tuition free as mandated by Governor Pat Brown's Master Plan for Higher Education, and California's economy grew to the 5th largest in the world.

Today, California's economy has fallen to 8th position in the world because of a lack of investment in education and technology. China recently invented the world's fastest computer server and produces the largest number of solar panels, while South Korea produces the best electric car batteries using cutting-edge technologies. California's K-12 spending per pupil has dropped to 43rd out of 50 states. College and University graduates are saddled with huge debts. If California is to successfully compete with countries such as China, Japan, Germany, South Korea, and India, California's Educational System must be adequately funded, offering more classes and programs in cutting-edge technology, skilled manufacturing, alternative energy, the humanities, and the arts.

Unbelievably, California has failed to employ a widely used revenue source that can address this crisis in our education. This revenue source is employed by every major oil producing state, except California. This untapped source of revenue is a severance tax on oil and natural gas extracted in California. Since California is the nation's 3rd largest producer of oil, after Texas and Alaska, a 15% oil and natural gas severance tax (midway between that of Texas and Alaska) would raise over $3 billion each year, at 2011 oil prices. This has not been a partisan issue in other states. For example, Governor Sarah Palin, with a Republican legislature, raised Alaska's oil severance tax to 25%, bringing in billions of dollars. Texas' and Alaska's gasoline prices were not affected by their oil severance taxes, and in March 2011, their price per gallon of gasoline was lower than California's. This type of oil and natural gas severance tax is the economic standard in every major oil and natural gas producing state and nation around the world. Closing the California Oil and Natural Gas Severance Tax loophole will help fully fund California's public education once again, making California competitive in the global economy and ensuring a bright future for this generation and succeeding generations of Californians.

In order to provide additional funding for California's Public Education, Kindergarten through University and for restoring California's competitiveness in the new global economy,

SECTION 1. Part 21 (commencing with Section 42001) is added to Chapter 1 of Division 2 of the Revenue and Taxation Code, to read:
PART 21: TAX OIL TO FUND EDUCATION ACT

CHAPTER 1. OIL AND NATURAL GAS SEVERANCE TAX

42001. This part shall be known, and may be cited, as the Tax Oil to Fund Education Act.

42002. For purposes of this part, the following definitions shall apply:

(a) "Barrel of oil or gas" means 42 United States gallons of 231 cubic inches per gallon of oil computed at a temperature of 60 degrees Fahrenheit, or gas, as measured per 1,000 cubic feet (mcf) at a base pressure of 15.025 pounds per square inch absolute and at a temperature base of 60 degrees Fahrenheit.

(b) "Board" means the California State Board of Equalization.

(c) "California Competitiveness Education Fund" or "CCEF" means the fund that is created by Section 42100.

(d) "Direct classroom instruction and access" means, and is limited to, reducing university and college tuition fees, restoring cut class sections, hiring needed professors, reducing K-12 class sizes, hiring K-12 teachers and providing K-12 instructional materials.

(e) "Gas" means all natural gas, including casing head gas, and all other hydrocarbons not defined as oil in subdivision (f).

(f) "Gross value" means the sale price at the mouth of the well, including any bonus, premium, or other thing of value, paid for the oil or gas, as determined by a rolling 30-day average daily value, as established by the market price of the product. The board shall determine the base indexes from which the average shall be calculated. If the oil or gas is exchanged for something other than cash, if there is no sale at the time of severance, or if the relation between the buyer and the seller is such that the consideration paid, if any, is not indicative of the true value or market price, then the board shall determine the value of the oil or gas subject to the tax based on the cash price paid to the producer for like quality oil or gas in the vicinity of the well.

(g) "Higher education" and "post-secondary education" means the University of California, the California State University, and the California Community Colleges.

(h) "In this state" means within the exterior limits of the State of California and includes all territory within these limits owned by or ceded to the United States of America. "In this state" includes the mean high tide line to three nautical miles offshore.

(i) "K-12" means the California Kindergarten Through Grade 12 Educational System.

(j) "Oil" means petroleum, or other crude oil, condensate, casing head gasoline, or other mineral oil that is mined, produced, or withdrawn from below the surface of the soil or water in this state.

(k) "Operator" means a person that, by virtue of ownership, or under the authority of a lease or any other agreement, has the right to drill, operate, maintain, or control an oil or gas well in the earth or water in this state, including any person that takes oil or gas from the earth or water from this state in any manner, any person that owns, controls, manages, or leases any oil or gas well in the earth or water of this state, and any person that produces or extracts in any manner any oil or gas by taking it from the earth or water in this state; and includes the first person that acquires either the legal title or beneficial title to oil or gas taken from the earth or water in this state by the federal government or a federal instrumentality.

(l) "Political subdivision of the state" includes any local public entity, as defined in Section 900.4 of the Government Code.

(m) "Production" means the total gross amount of oil or gas produced, including the gross amount attributable to a royalty or other interest.

(n) "Severed" or "severing" means the extraction or withdrawing from below the surface of the earth or water of any oil or gas, regardless of whether the extraction or withdrawal shall be by natural flow, mechanical flow, forced flow, pumping, or any other means employed to get the oil or gas from below the surface of the earth or water, and shall include the extraction or withdrawal by any means whatsoever of oil or gas upon which the tax has not been paid, from any surface reservoir, natural or artificial, or from a water surface.

(o) "Stripper well" means a well that has been certified by the Division of Oil, Gas, and Geothermal Resources in the Department of Conservation as an oil well incapable of producing an average of more than 10 barrels of oil per day during the entire taxable month, or gas well that is incapable of producing more than 60,000 cubic feet of gas per day. Once a well has been certified as a stripper well, that stripper well shall remain certified as a stripper well until the well produces an average of more than 10 barrels of oil or 60,000 cubic feet of gas per day during an entire taxable month.

42010. (a) For the privilege of severing oil or gas from the earth or water in this state, a tax is hereby imposed on all operators at the rate of 15 percent of the gross value of the barrel of oil or gas, and the tax shall be applied equally to all portions of the gross value of each barrel of oil or gas.

(b) Any person that owns an interest, including a royalty interest, in oil or gas or its value is liable for the tax until it has been paid to the board.

42011. Except as otherwise provided in this part, the tax shall be upon the entire production in this state, regardless
of the place of sale or to whom sold or by whom used, or the fact that the delivery may be made to points outside the state.

42012. The tax imposed by this part shall be in addition to any other taxes imposed by law, including, without limitation, any ad valorem taxes imposed by the state, or any political subdivision of the state, or any local business license taxes that may be incurred for the privilege of severing oil or gas from the earth or water or doing business in that locality. There shall be no exemption from the payment of an ad valorem tax related to equipment, material, or other property by reason of the payment of the tax pursuant to this part.

42013. (a) The tax imposed by this part shall not be passed through to consumers by way of higher prices for oil, natural gas, gasoline, diesel, or other oil or gas consumable byproducts, including propane and heating oil. The board shall monitor and, if necessary, investigate any instance where operators have attempted to gouge consumers by materially raising the price of oil, natural gas, gasoline, diesel, or other oil or gas consumable byproducts, including propane and heating oil. Should this occur, the board shall impose the penalty of a fine equal to double the dollar amount that was passed on to the consumer. The dollar amount recouped through the fine shall be equally distributed to each Californian as a rebate check at the end of each year.

(b) The board shall prescribe, adopt, and enforce rules and regulations relating to the administration and enforcement of this section.

(c) This section shall apply only to the extent that it is not superseded by federal law.

42014. Two or more operators that are corporations and are owned or controlled directly or indirectly, as defined in Section 25105, by the same interests shall be considered as a single operator for purposes of application of the tax prescribed by this part.

42015. (a) There shall be exempted from the imposition of the tax imposed pursuant to this part the severing of oil or gas produced by a stripper well in which the average gross value of a barrel of oil or gas is fifty dollars ($50.00) or less as of the first day of the previous calendar quarter.

(b) The Division of Oil, Gas, and Geothermal Resources in the Department of Conservation shall notify the board of all wells that have been certified as stripper wells.

42016. Each operator shall prepare and file with the board a return in the form prescribed by the board containing information as to the amount required to be paid annually. The return shall be filed on or before the last day of the calendar month following the calendar quarter to which it relates, together with a remittance payable to the board for the amount of tax due for that period.

42017. (a) The board shall administer and collect the tax imposed by this part pursuant to the Fee Collection Procedures Law [Part 30 (commencing with Section 55001)]. For purposes of this part, the references in the Fee Collection Procedures Law to "fee" shall include the tax imposed by this part and references to "feepayer" shall include a person required to pay the tax imposed by this part.

(b) The board may prescribe, adopt, and enforce regulations relating to the administration and enforcement of this part, including, but not limited to, provisions governing collections, reporting, refunds, and appeals.

(c) The board may prescribe, adopt, and enforce emergency regulations relating to the administration and enforcement of this part. Any emergency regulation prescribed, adopted, or enforced pursuant to this section shall be adopted in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, and, for purposes of that chapter, including Section 11349.6 of the Government Code, the adoption of the regulation is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health and safety, and general welfare.

42018. All taxes, interest, and other amounts collected pursuant to this part, less refunds and costs of administration, shall be deposited into the California Competitiveness Education Fund.

Chapter 2. California Competitiveness Education Fund

42100. (a) The California Competitiveness Education Fund is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, moneys in the fund are continuously appropriated, without regard to fiscal years, as follows:

1. Eleven percent to the Regents of the University of California for purposes of funding direct classroom instruction and access, which is limited to reducing university tuition fees, restoring cut class sections, and hiring needed professors, to be allocated at the discretion of the Regents.

2. Fourteen percent to the Trustees of the California State University for purposes of funding direct classroom instruction and access, which is limited to reducing university tuition fees, restoring cut class sections, and hiring needed professors, to be allocated at the discretion of the Trustees.

3. Thirty-eight percent to the Office of the Chancellor of the California Community Colleges for purposes of funding direct classroom instruction and access, which is limited to reducing college tuition fees, restoring cut class sections, and hiring needed professors, to be allocated at the discretion of the Chancellor.
(4) Thirty-seven percent to the Superintendent of Public Instruction for purposes of funding direct K-12 classroom instruction, which is limited to reducing class sizes, hiring teachers, and providing instructional materials, to be allocated at the discretion of the Superintendent.

(b) The moneys appropriated pursuant to subdivision (a) shall be used to supplement, not supplant, existing levels of state funding for the University of California, the California State University, the California Community Colleges, and the State Department of Education.

42101. Any moneys received pursuant to this part constitute the California Competitiveness Education Fund and cannot be commingled with, transferred to, or lent to, the State General Fund by the Regents of the University of California, the Trustees of the California State University, the Office of the Chancellor of the California Community Colleges, and the Superintendent of Public Instruction.

42102. Upon adoption by the voters of California, this initiative statute shall go into immediate effect.

42103. The provisions of this part are severable. If any provision of this part or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

Lead Proponent Peter Mathews
MEMORANDUM

TO: Members of the Governing Board  
    Southwestern Community College District

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

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

SUBJECT: Report of Accomplishments for Academic Year 2010–11

RECOMMENDATION

For information and discussion only.

OVERVIEW

The Report of Accomplishments for Academic Year 2010–11 includes accomplishments for the schools and divisions under the Academic Affairs Unit.

The report highlights the achievements for the academic year in areas such as curriculum; faculty and staff development; program review and accreditation; professional recognition and awards; and community involvement.

FISCAL IMPACT/ACCOUNT

No cost to the District.

KT/kr
ACADEMIC AFFAIRS UNIT
ACCOMPLISHMENTS
2010–2011

School of Arts & Communication

- Eighty-five percent of student editors in Journalism transferred on scholarship to four-year universities.

- A Technology Theatre Certificate is being developed.

- Faculty participated in 22 Art Exhibits in the community, statewide and internationally.

- Faculty and students received 11 awards.

- The faculty and Dean are actively involved in 10 partnerships.

- Music faculty participated in 14 performances in the community.

- For 2010–11, Performing Arts and Visual Arts faculty produced 41 on campus theatre, dance and music performances.

School of Business, Professional & Technical Education

- The development of an interdisciplinary Sustainability Energy Studies program to start up in 2011–12.

- Grant award of $127,000 to offer two classes in Pre-Apprenticeship Green Building Training in 2010–11.

- Updated curriculum developed in Web Design and two new certificate programs in Web Design to meet evolving labor market demands.

- Subcontract of $50,000 with MAAC Project Pathways Out of Poverty grant to provide contract green building courses to their clientele.

- School participation in City of Chula Vista Climate Change Working Group. Assisted the City in developing and adopting policies and plans to mitigate effects of climate change in these areas.

- Scholarships and awards for over 100 students in Landscape and Nursery Technology, Child Development, Architecture and Paralegal programs.
Business, Professional & Technical Education (continued)


- Developed Culinary Arts Program floor plan for corner lot and 10-year program goals.

School of Continuing Education, Economic & Workforce Development

Continuing Education

- Increased fee-based revenues by 9.1%.

- Created 14 new fee-based courses.

- Developed a CalWORKs Web page.

- Eliminated duplication of student book services between CalWORKs and EOPS, resulting in improved efficiency.

San Diego Contracting Opportunities Center (SDCOC)

- Small Business clients reported $69,122,419 in government contract awards, all of which were attributed to the technical assistance provided by the SDCOC during FY 2010–11.

- SDCOC small business clients produced or retained 691 jobs during the FY 2010–11 based on approximately one job produced or retained for each $100,000 in client sales.

- Based on the sponsorship funding received by the SDCOC during FY 2010–11, approximately one job was produced or retained for each $325 of local funding received.

Small Business Development & International Trade Center (SBDITC)

- In FY 2010–11, the SBDITC served 670 small business owners with 3,006 hours of one-on-one business counseling and 802 attendees participated in 60 business training seminars. They assisted in the applications of small business clients for 10 loans totaling $523,500. In addition, they helped to start 19 new businesses and create and retain 79 jobs in San Diego County.

- The SBDC Network supported the economic vitality of the region by serving over 3,000 entrepreneurs with 11,417 hours of consulting and 274 management training sessions resulting in the creation/retention of 599 jobs, $8.6 million in capital investments, $19.3 million in increased sales and 53 business starts.

- Gabriel Reyes from the Small Business Development Center’s Center for International Trade Development (SBDCITD) was awarded the San Diego/Imperial Region State Star of the Year Award from the National Association of Small Business Development Centers (NASBDC) for exemplary commitment and service with the SBDC and the small business community.
Three SBA 2011 Small Business Award winners in our service area were Gabriel Reyes, Financial Services Champion of the Year; Nancy Fredericks, Women in Business Champion; and Bernard Johnson, Minority Small Business Champion.

The San Diego & Imperial SBDC Network, in collaboration with the other 5 Lead Centers across the state, successfully advocated with the State Legislature to support the SBDC with funding in the amount of $6 million. This resulted in $520,212 to the local Network.

Grants received:
1. City of San Diego Community Development Block Grant (CDBG) for $150,000
2. City of National City CDBG for $35,000
4. Chancellor’s Office, California Community Colleges, Centers for International Trade Development for $205,000
5. Economic & Workforce Development Program CITD, “Entrepreneurship Career Pathways Project” for $35,000
7. City of San Diego “Small Business Enhancement Program” for $18,000
8. CA Association for Micro Enterprise Opportunity with AT&T, “Disabled Veterans Microenterprise Development Program” for $30,000

Grants submitted:
1. Chancellor’s Office, California Community Colleges, Business and Entrepreneurship Centers
2. Wells Fargo “Technical Assistance Initiative”
4. USAID and Higher Education for Development “USAID Job Opportunities for Business Scale-up (JOBS)”

SBDC and CITD were profiled on KPBS radio, the San Diego Union Tribune, Voiceofsandiego.com.

The Center for International Trade (CITD) completed the first year of the U.S. Department of Education Business & International Education Program Title VIB for the promotion and institutionalization of the SWC Logistics & Transportation Program.
Higher Education Center at National City

- Successful development & implementation of the Southwest Regional Apprenticeship Program.

- NAACLS accreditation of our new Medical Laboratory Technician Program and the graduation of its first students.

Higher Education Center at Otay Mesa

- The Nursing Director, Cathy McJannet, was selected to become a surveyor for the NLNAC (National League for Nursing Accrediting Commission).

- The CNA Program continues to achieve a 90%+ pass rate on annual State assessment.

- Pass rate for the Paramedic Program was 90%+.

- Police Academy was granted full accreditation and given go-ahead to start new cohorts starting January 2011.

- A Business International Education (BIE) U.S. Department of Education grant, submitted in partnership with the SWC Small Business Development International Trade Center (SBDITC), was received for implementation and promotion of the Logistics and Transportation Program housed at the HECOM.

- Hosted the U.S. Under Secretary of Commerce at the HECOM in February 2011 in conjunction with the SBDITC. The U.S. Department of Commerce (USDOC) is exploring opening up more trade between Mexico and the U.S. with Tijuana/San Diego as a major area of focus. It is anticipated that the USDOC will put a grant in place in the coming year.

- Received funding through the SDSU Center for International Business and Education Research (CIBER) to represent HECOM on a study abroad trip to Spain focused on development of Spanish/English business terminology and interpretation and translation training.
Higher Education Center at San Ysidro

- Transfer to San Ysidro campus from Chula Vista campus and implementation of the Legal Interpretation and Translation program as the Center’s first “signature program” in fall 2010.

- Offered students a variety of activities to enhance the quality of their extracurricular activities at the Center (e.g. Welcome Week each semester; Mexican Independence Day celebration; Halloween Costume Contest; Day of the Dead event; End of Semester/Holiday celebration; African American month event; SWC 50th Anniversary party at Center; Stress Free Week, etc.).

- Implemented “Got SEP?” campaign as part of Administrative Unit Outcomes effort. 248 students obtained SEP in fall 2010, compared to 172 students in fall 2009.

- Worked closely with the following community organizations: San Ysidro Neighborhood Partnership Program, the San Ysidro Chamber of Commerce, and Casa Familiar.

- Represented the Center in the following community-wide events: San Ysidro Chamber of Commerce Installation Dinner, San Ysidro Health and Wellness Fair, HECOM’s Open House, and Casa Familiar’s Dia de San Ysidro Resource Fair.

- Secured becoming a “major sponsor” for San Ysidro’s Business Director, reaching 11,000 homes and businesses in San Ysidro. The directory included a full page ad for the Center, as well as being featured on the front cover.

- Developed a thorough emergency response plan for the Center. Purchased emergency backpacks for all Center contract staff. Addressed emergency procedures during the Center’s faculty orientation. All contract staff received First Aid/CPR/AED training and certification.
Division of Instructional Support Services

Office of Instructional Support Services

- Added online training tools to CurricUNET.
- Curriculum Processed in fall 2010:
  - 61 New Courses
  - 137 Course Modifications
  - 188 Course Inactivations
  - 7 New Programs
  - 16 Program Modifications
  - 2 Program Inactivations
- Developed and published three Schedules of Classes, one Academic Year Catalog and enhanced the online schedule.
- Prepared and launched the Faculty Assignment Request website.
- Developed a five-year Enrollment Management Plan for SWC.

Online Learning Center (OLC)

- The OLC changed the outsourced help desk solutions to a better company that resulted in more positive perceptions from our end users and saved the College District $25,000.
- Produced nearly $8 million in revenue for the College District even with the massive summer class cuts.
- The Online Learning Center and online learning program received commendations of excellence from the WASC accreditation team.

Learning Resource Center (LRC)

- The Library faculty continues to offer BlackBoard Orientations for Online students at all College sites.

Academic Success Center (ASC)

- Awarded College Reading and Learning Association International Tutoring Program Certification for the first two levels of our tutor training program. This is a significant accomplishment as CRLA certification is recognized world-wide as a validation of the high quality of learning assistance programs. This certificate transfers to all other colleges and universities that are also CRLA certified.
- Transition of a small portion of the Power Study Program (PSP) offerings from Basic Skills Initiative funding to the ASC institutional budget. The PSP is built on the model of Supplemental Instruction, one of the most successful, beneficial, and cost-efficient delivery systems for academic support for students—higher retention, persistence, and GPAs.
School of Languages & Literature

- All levels of the LEAP (Learning English for Academic Purposes) Program were launched and a materials bank was created and populated with units for each class at each level.

- A Comprehensive Communication Assessment (writing) was developed by ESL faculty in collaboration with the Office of Assessment, for how students in the future will go through a process that will more accurately determine where they should begin their studies at the College, in particular in the LEAP Program.

- Expansion of the English 71 Portfolio Assessment involved staff development training and collegial collaboration among English faculty on “best practices” for using the Portfolio Assessment Tool.

- The Reading Program faculty created “Student Resource/Open Access Hours” in the Academic Success Center (ASC) by planning their office hours in such a way that there was a continual presence and availability for students to be coached by full- or part-time Reading faculty concerning learning needs across all College disciplines.

- Successful development of a collaborative partnership with San Diego State University (SDSU) was forged this year with The Center for Teaching Critical Thinking and Creativity in the College Education at SDSU to prepare credential candidates with the ability to elevate students with special needs and abilities to understand what they read.

- OUR READING TOOLBOX was implemented as an intervention. Students increased their achievement by nearly 20% as measured by the Reading Outcome Rubric.

School of Mathematics, Science & Engineering

- Grants Submitted in 2010-11 (~$1.7 million requested):
  1. Nouna Bakhiet, Ph.D.—Technician Recruiting Initiative and Preparation Pilot (TRIPP)
  2. David Brown, Ph.D.—Project iLASER: Celebrating the International Year of Chemistry 2011
  3. David Hecht, Ph.D.—Structural Based Studies of DHFR Evolution
  4. John Tolli, Ph.D., Raga Bakhiet, Ph.D. Kathy Tyner, M.S.—S-STEM Student Scholarships
Grants Implemented:
1. Raga Bakheit, Ph.D., STEM Talent Expansion Program (STEP) Partnership of San Diego
2. David Brown, Ph.D. Formulation and Infrared Characterization of Polymeric Coating on a pH Sensor and Synthesis of High-Quality Antimony Electrodes – Subcontract with Sierra Medical Inc.
3. David Brown, Ph.D. – Chemistry Collaborations, Workshops, and Communities of Scholars (CCWCs)
4. Ken Yanow, M.S., Jeff Veal, Ph.D. - Geospatial Technology (GST) Program at Southwestern College
5. Ken Yanow, M.S., National Geospatial Technology Center

- 200 laptop computers awarded to the MESA Project for distribution to SWC STEM majors.

- $60,000 awarded to MSE by the Lipp Foundation for internships, scholarships and the Garden of Giving Endowment.

- $20,000 in LIPP and Garden of Giving scholarships awarded to MSE STEM majors in 2010-11.

Faculty Innovation Series:
1. Physics animations (Wilfred Lee, Ph.D.)
2. Tablet PC and Camtasia (Shannon Gracey, M.S.)
3. Internet Earth Science Applications (Ken Yanow, M.S.)
4. Digital Portals (Valerie Pennington, M.S.)
5. Mathematics Department Final (Alex Juden, M.S., Richard Fielding, M.S.)
6. Basic Skills Innovations (Maria Olivas, M.S.)
7. Planetarium (Grant Miller M.S.)
8. My Matriline (Nouna Bakheit, Ph.D.)

- MSE Welcome Week held in fall and spring semesters.

- MSE Majors Meetings held in fall and spring semesters.

MESA program accomplishments:

1. 70-80% of MSE scholarship winners are MESA students
2. 25% of SODA award winners are MESA students
3. 23 summer internships (SPAWAR, Caltrans, UCSD, Hughes scholars program, SDSU Global change research, IEC, Malcolm Pirnie

- Reviewed baseline data and developed a plan to address student achievement in Math 20, 35, 45 and 60.
School of Social Science & Humanities

- Sponsored Black History month.
- Sponsored Women's History month.
- Sponsored the Hispanic Heritage month mini-museum which had more than 1,500 students participating.
- Sponsored Rape Awareness Forums.
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

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

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

SUBJECT: Report of Accomplishments for Academic Year 2010–11

RECOMMENDATION

For information and discussion only.

OVERVIEW

The Report of Accomplishments for Academic Year 2010–11 includes accomplishments for the various student support services within the Division of Student Affairs.

The report includes the goals and objectives established in alignment with the Strategic Priorities and the Governing Board goals, and the outcomes achieved by the end of the 2010-2011 Academic Year.

FISCAL IMPACT/ACCOUNT

No cost to the District.

ALS/pp
GOALS & OBJECTIVES/ACCOMPLISHMENTS

2010/2011

DUE DATES TO VICE PRESIDENTS

July 15, 2010 ................................................................. New/Revised Goals for Academic Year

January 31, 2011 ............................................................. Mid-term Update

June 15, 2011 ................................................................. Final Report

BOARD GOALS

Mid-Term Goals (2010/11)

1. Develop and implement a timely comprehensive budget process that meets the Board’s goals.

2. Appraise organizational effectiveness through assessment of at least two areas annually.

Long-Term Goals

3. Improve student transfer preparedness

4. Improve student transfer rate

5. Appraise organizational effectiveness through assessment of at least two areas annually.
**DEPARTMENT/SCHOOL:** Student Affairs Division

**NAME OF ADMINISTRATOR:** Dr. Angelica L. Suarez, Vice President for Student Affairs

<table>
<thead>
<tr>
<th>GOALS 2010-11</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INDICATE GOAL AND STRATEGIC PRIORITY</strong></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Due July 15, 2010—Goal(s) Align*“X”*with related board goal/strategic priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Program Review: Integrate the results of the Program Review Process with the annual budget cycle and prioritization.</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>2. SLO/SAO: Move from the developmental level to the assessment, and redesign phase for the overall improvement of student services.</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>3. Funding: Increase non-District funding to support the Student Affairs Division</td>
<td>x</td>
<td>x</td>
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<tr>
<td>4. Transfer: Increase the collaboration with transfer institutions to expand the transfer options for students.</td>
<td>x</td>
<td>x</td>
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<tr>
<td>5. Accreditation: Provide leadership in integrated planning, institutional program review, and institutional mission development.</td>
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<tr>
<td>6. Strategic Planning: Provide leadership in the development of the strategic plan action items with a focus on Strategic Priorities 1 &amp; 2: Student Success and Student Access.</td>
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<tr>
<td>7. Division Planning: Identify annual goals and objectives by each department within Division</td>
<td>x</td>
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<tr>
<td>8. Budget Development 2010/11</td>
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<tr>
<td><strong>Due January 31, 2011—Midterm Update</strong></td>
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<tr>
<td>Goal(s) Met?</td>
<td>Yes □</td>
<td>No □</td>
</tr>
<tr>
<td>Status Update:</td>
<td></td>
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<tr>
<td>See Final Update below</td>
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<td></td>
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<tr>
<td>If goal not met, please explain:</td>
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<tr>
<td><strong>Due June 15, 2011—Final Update</strong></td>
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<tr>
<td>Goal(s) Met?</td>
<td>Yes □</td>
<td>No □</td>
</tr>
<tr>
<td>Status Update:</td>
<td></td>
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<tr>
<td>1. Results of Division's Program Review process have been integrated with the Institutional Program Review process. The result is an Institutional Priorities List that drives the college budget.</td>
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<tr>
<td>GOALS 2010-11</td>
<td>BOARD GOALS</td>
<td>STRATEGIC PRIORITIES</td>
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</tr>
<tr>
<td><strong>INDICATE GOAL AND STRATEGIC PRIORITY</strong></td>
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<td></td>
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<tr>
<td>2. Completed 100%—assessments were conducted in spring 2011; will evaluate process in summer 2011.</td>
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<tr>
<td>3. The &quot;revenue generating&quot; taskforce is considering ideas that include signage. Additionally, we applied for two student support services grants (not funded), and will work with SUHSD to resubmit the GEAR UP grant.</td>
<td></td>
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<tr>
<td>4. SDSU maintained TAG and provided training for community college Transfer Coordinators; Advocating with UCSD to explore transfer solutions (meeting held on 5/16/11 at SWC).</td>
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<tr>
<td>5. Served as Cabinet VP representative (2010/11) with AOC and Shared Consultation Council to develop a conceptual model for Integrated Planning, and respond to the accreditation recommendation related to mission, planning, and program review.</td>
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<tr>
<td>6. Served as Cabinet VP representative (2010/11) with the Academic Senate President and the Shared Consultation Council to update the Strategic Plan by the development of annual action items.</td>
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<tr>
<td>7. All departments identified goals and objectives. In the process of providing an update on accomplishments for 2010/11 year.</td>
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<tr>
<td>8. Worked with Deans to develop and implement a budget that was responsive to the District's priorities, restrictions, and state budget reductions. The College Budget Committee voted to approve the Student Affairs Division's request for ongoing District backfill support of $1.1 million for categorical programs for the 2010/11 year.</td>
<td></td>
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</tbody>
</table>

If goal not met, please explain:
The Department/School of Counseling and Personal Development includes the following departments: Office of the Dean of Counseling and Matriculation, Articulation, Assessment Center, Career Center, Counseling and Matriculation, DSS, EOPS, Personal Development, Student Employment Services, Transfer Center, and CTECS/WRC.

<table>
<thead>
<tr>
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<td>Due July 15, 2010—Goal(s) Align “X” with related board goal/strategic priority</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>1. Implement and Assess SLOs in all departments.</td>
<td>X</td>
<td>X</td>
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<tr>
<td>2. Complete the Program Review process for Transfer Center, Career Center and CTECS/WRC.</td>
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</tbody>
</table>

Due January 31, 2011—Midterm Update

Goal(s) Met? Yes □ No □ Partially Met X

Status Update:
Goal #1: Continuing to refine and implement eLumen technology

Goal #2: Yes – all have been completed

If goal not met, please explain:

Due June 15, 2011—Final Update

Goal(s) Met? Yes X No □ Partially Met □

Status Update:
Goal #1: Data collected and in process of analysis.

Goal #2: Completed comprehensive program review for all three departments.

If goal not met, please explain:
<table>
<thead>
<tr>
<th><strong>ARTICULATION – GOALS 2010-11</strong></th>
<th><strong>BOARD GOALS</strong></th>
<th><strong>STRATEGIC PRIORITIES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INDICATE GOAL AND STRATEGIC PRIORITY</strong></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Due July 15, 2010—Goal(s) Align*“X”*with related board goal/strategic priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. To improve/expand articulation with various Universities of California and California State Universities as a result of newly developed Honors curriculum at SWC.</td>
<td></td>
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<tr>
<td>2. To provide increased transfer options for students, we will assess the need to develop and to initiate the communication process with various private universities.</td>
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<tr>
<td>3. To eventually hire a full-time clerical position that is currently frozen.</td>
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<td>5.</td>
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<tr>
<td>Due January 31, 2011—Midterm Update</td>
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<tr>
<td>Goal(s) Met? Yes □ No □ Partially Met ★</td>
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</tr>
<tr>
<td>Status Update:</td>
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<tr>
<td>Goal #1: This is an ongoing process and with Honors. I am hoping to improve the agreements. One of the stumbling blocks is changes to the UCLA TAP which prevents it from providing a transfer agreement but I believe transfer can possibly be improved through streamline major preparation. With the passage of SB 1440 (Transfer Associate Degree) this may be accomplished.</td>
<td></td>
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<tr>
<td>Goal #2: This is an ongoing process and with the changes in the economy, there has been an increase in request for articulation from privates. Deciphering the accredited campuses does take some time but it helps to determine which institution will most appropriately serve our students. Also, educating private institutions on exactly what is involved in an articulation agreement has led to the University of Phoenix revamping the structure of articulation versus a Memorandum of Understanding and now we are developing agreements with Ashford University.</td>
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<tr>
<td>Goal #3: Still no progress, position frozen.</td>
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<td>If goal not met, please explain:</td>
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</tbody>
</table>
**ARTICULATION – GOALS 2010-11**

<table>
<thead>
<tr>
<th>Indicate Goal and Strategic Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time clerical still has not been accomplished which is very disheartening considering every other person on campus with a comparable position has dedicated staff. Hopefully, this can be resolved soon.</td>
</tr>
</tbody>
</table>

Due June 15, 2011—Final Update

Goal(s) Met? Yes □ No □ Partially Met □

Status Update:
Goal #1: The UCLA part did not happen because the TAP was eliminated. Work on the SB 1440 Associate Degrees are in progress with Communication and Math being the two that will be implemented in fall 2011. Work on degrees like SOC/PSYC are still ongoing with the possibility of developing courses for the degrees. There are about eight more coming forward.

Goal #2: This is ongoing.

Goal #3: There is hope in that the position has been placed on the hiring prioritization at 50%.

If goal not met, please explain:
Full-time clerical is pending the determination of the college prioritization. Hopefully, this can be resolved soon.

---

**ASSESSMENT CENTER – GOALS 2010-11**

<table>
<thead>
<tr>
<th>Indicate Goal and Strategic Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due July 15, 2010—Goal(s) Align*&quot;X&quot; with related board goal/strategic priority</td>
</tr>
<tr>
<td>1. Implement a purging of assessment records older than three years from the college computer systems. Thereby, ensuring college policy is adhered to and the integrity of college assessment and prerequisite systems is enhanced.</td>
</tr>
<tr>
<td>X X X</td>
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<tr>
<td>2. Investigate options and make initial strides toward providing students with routine electronic communication of results from both assessment and prerequisite review process.</td>
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<td>X X X</td>
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<td>5.</td>
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</table>

Due January 31, 2011—Midterm Update
<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes □</th>
<th>No □</th>
<th>Partially Met □</th>
</tr>
</thead>
</table>

Status Update:

Goal #1: Met with CSS staff to review objectives and desired outcomes in deleting outdated assessment records, and reviewed information needed by CSS to implement this purging of assessment records on an ongoing monthly basis. Met with Assessment and Prerequisites staff to review types of assessment results to be maintained and those that should be deleted. Based on those meetings, a draft of the work request to be submitted to CSS has been drafted. A meeting has been scheduled with Evaluations staff to ensure their needs are being met. A similar meeting will be held with the Counseling Department Chair. The work request, subject to change based on meetings with Evaluations and Counseling, will be submitted in February, 2011. CSS will write programming and provide testing for this project. Anticipated implementation of this purging of assessment records will be in March or April, 2011.

Goal #2: Met with CSS staff to review objectives and desired assessment information to be provided to students through WebAdvisor. CSS staff identified information that is needed from Assessment to implement this project. That information has been drafted. A work request will be submitted to CSS in early Spring 2011, requesting a new WebAdvisor screen on which students can access basic skills placement results in an easy-to-understand format. Implementation date, subject to CSS programming, has not yet been determined. It was determined that programming for viewing prerequisite review results will be explored either during the development of the assessment results screen or at a later date.

If goal not met, please explain:

Due June 15, 2011—Final Update

Goal(s) Met? | Yes □ | No □ | Partially Met □ |
|-------------|-------|------|-----------------|

Status Update:

Goal #1: Met with Evaluations staff, Counseling Department Chair, and Research Analyst to ensure their needs are met. A major concern arose about having access to any deleted assessment data (for example, by Research). CSS has contacted Datatel regarding parameters needed to be set for “snapshots” of each
### ASSESSMENT CENTER - GOALS 2010-11

<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>- term of assessment data. Once we have the &quot;snapshot&quot; process in place, CSS can take a &quot;snapshot&quot; of the data from each testing period of use in the Data Warehouse. After that's been tested, CSS will implement these snapshots and proceed with writing programming and testing the purge. Anticipated implementation of the initial purging of assessment records is now set for fall 2011.</td>
<td>1</td>
<td>2</td>
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<tr>
<td>Goal #2: Meeting with CSS to be held in mid-June to fine-tune assessment definitions (interpretations of placement codes) needed to initiate this process.</td>
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<tr>
<td>If goal not met, please explain: We have made progress in both areas, but the need to consult and collaborate resolution has taken some time.</td>
<td></td>
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</tbody>
</table>

### CAREER CENTER - GOALS 2010-11

<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
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<th>STRATEGIC PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Due July 15, 2010—Goal(s) Align &quot;X&quot; with related board goal/strategic priority</strong></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>1. To collaborate with Student Employment Services and CTECS to conduct the first ever fall semester Career Expo Week.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2. To expand joint activities between the Career Center and Student Employment Services to better serve students.</td>
<td>X</td>
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<tr>
<td><strong>Due January 31, 2011—Midterm Update</strong></td>
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<tr>
<td>Goal(s) Met? Yes [X] No [ ] Partially Met [ ]</td>
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<tr>
<td><strong>Status Update:</strong></td>
<td></td>
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</tr>
<tr>
<td>Goal #1: Collaboration with SES/CTECS resulted in the first Fall Semester Career Expo held on September, 2010.</td>
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<tr>
<td>Goal #2: SES/Career Center Staff jointly identified/scheduled speakers for &quot;Resumes&quot; and &quot;How to Work a Job Fair&quot; workshops.</td>
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<tr>
<td>If goal not met, please explain:</td>
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<td><strong>Due June 15, 2011—Final Update</strong></td>
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</table>
### Career Center - Goals 2010-11

**Indicate Goal and Strategic Priority**

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes ☐</th>
<th>No ☐</th>
<th>Partially Met ☐</th>
</tr>
</thead>
</table>

**Status Update:**

Goal #1: Collaboration with SES/CTECS resulted in the first Fall Semester Career Expo held on September 2010.

Goal #2: SES/Career Center Staff jointly identified/scheduled speakers for “Resumes” and “How to Work a Job Fair” workshops.

If goal not met, please explain:

---

### CTECS - Goals 2010-11

**Indicate Goal and Strategic Priority**

| Due July 15, 2010—Goal(s) Align X with related board goal/strategic priority |
|---|---|---|---|---|---|---|---|---|
| 1. Continue to strengthen counseling services to Career Tech students and increase program visibility. | X | X | X | X |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

**Due January 31, 2011—Midterm Update**

**Goal(s) Met?** Yes ☐ No ☐ Partially Met ☐

**Status Update:**

Goal #1: A series of dedicated activities were completed to increase visibility. Evidence: With the start of Spring semester, CTECS counselors are booked with appointments and scheduled classroom visits. This semester, instructors are approaching us to request their visits early in the semester. Two professors, Luis Bohorquez, Telemedia, and Jorge Nava, Electronics, have assigned a required counseling appointment as part of their course requirements.

Fall Activities:

September – Hosted the first Fall CTECS Open House program and offered student tours of selected career technical programs to encourage recruitment of...
non-traditional students.

October – Worked with Staff Development and Perkins to coordinate and host a faculty in-service on Recruiting and Retaining Students into Non-Traditional careers. Donna Milgram, CEO of WITTS presented and facilitated a day-long training for career technical teaching faculty and counseling faculty. Lunch was paid for with funds from the SWC Foundation.

Sent to all career technical faculty CTECS/WRC bookmarks to distribute to their students. Noted to faculty that appointments were available for students to prepare for spring class registration.

November – 16 classroom visits completed, 399 degree audits prepared, 352 students were present and handed their degree audit packet. 109 scheduled and attended a counseling appointment.

Completed Program Review for CTECS:
December/January – CTECS Office was closed for remodeling and re-opened in January. The remodel has created the "Center" ambiance for CTEC students.

If goal not met, please explain:

Due June 15, 2011—Final Update

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes ☑</th>
<th>No ☐</th>
<th>Partially Met ☐</th>
</tr>
</thead>
</table>

Status Update:

Goal #1: Counseling appointments and classroom visits were continued into spring.

Class Visits:
Spring: 17 confirmed/completed - 35 classroom visits total for 2010-2011

Degree Audits:
Spring: 358 degree audits completed.
A total of 705 for 2010-11
Follow-up Appointments resulting from classroom visits/presentations:
Spring: 80
Total for the year: 186
### CTECS - GOALS 2010-11

#### INDICATE GOAL AND STRATEGIC PRIORITY

<table>
<thead>
<tr>
<th>Overall CTECS Student Appointments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring: 405 individual appointments/attended</td>
</tr>
<tr>
<td>Total for the year: 851</td>
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</tbody>
</table>

If goal not met, please explain:

### COUNSELING AND MATRICULATION - GOALS 2010-11

#### INDICATE GOAL AND STRATEGIC PRIORITY

**Due July 15, 2010—Goal(s) Align “X” with related board goal/strategic priority**

1. To continue with the two goals from 2009-10 that dealt with support from the Research Office in: longitudinal study of student success and participation in matriculation services, and track the success of providing "undecided major" services to students in helping to increase major declaration.  
   - X
   - X
   - X
   - X

2. To continue to fully implement the E-SEP and course forecasting Datatel programs by working closely with CSS and Counseling faculty.  
   - X
   - X

3. To implement the SARS Alert progress reporting electronic software that connects Counseling, student, and discipline, in efforts to improve student academic success.  
   - X
   - X

4. Continue the pilot "Intake Process" for students seeking counseling appointments and revise the process as needed for improved counseling services.  
   - X
   - X
   - X
   - X

5.

**Due January 31, 2011—Midterm Update**

Goal(s) Met?  
- Yes □  
- No □  
- Partially Met X

**Status Update:**

Goal #1: Partially met: More time needed to work with the "new" Research Department and formulate the criteria to track and measure success.

Goal #2: Not met: E-SEP and course forecasting has stalled and is not currently in use. E-SEP has been updated, but not fully tested to work out the major discrepancies between this customized program and the program Evaluations uses for Degree Audits. Planning has begun with Datatel consultant to improve module/use.
<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal #3: Not met: SARS Alert has not been implemented and needs to be accepted by one school or department on a pilot basis to work out and test the program, and establish a cadre of trained users before further expansion and campus-wide implementation. Planning to review the Datatel Retention Alert module in Spring.</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Goal #4: Partially met: Intake process is moving forward smoothly with few student complaints and increased numbers of students attending center workshops.</td>
<td></td>
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</tr>
<tr>
<td>Goal #4: Intake Process—Partially met: We implemented a process that we continue to monitor and improve in order to better serve our students. We are working on having this form on-line and plan to go paperless in the future. We will continue to work with all areas of Student Services to have a universal intake process in all our departments and Education Centers.</td>
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</tbody>
</table>

If goal not met, please explain:

Due June 15, 2011—Final Update

Goal(s) Met? Yes ☐ No ☐ Partially Met ☑

Status Update:

Goal #1: Partially met: Research plans are still awaiting response by Office of Research—still in developmental phase.

Goal #2: Partially met: A pilot phase of implementing E-SEP has begun at the HEC/Otay Mesa with the Logistics major.

Not met: Discussed challenges to implementation with Datatel consultant, but never received follow-up services by Datatel.

Goal #3: Not met: Also discussed Datatel Retention Alert with Datatel consultant with no resulting implementation. Plans were to provide a demonstration—did not occur.

Goal #4: Met: The Intake Process has been refined and is providing timely services to students.
### DSS - GOALS 2010-11

<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
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<tbody>
<tr>
<td>Due July 15, 2010—Goal(s) Align* with related board goal/strategic priority</td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>1. Maximize efficiency of services and accommodations with new technology for note-taking/interpreting and grouping classes for interpreting.</td>
<td>X</td>
<td>X X</td>
</tr>
<tr>
<td>2. Promote universal design in education with staff development workshops, implementation of Kurzweil BSI pilot to additional classes, participation in design of new facilities at Corner Lot and Snack Bar, and transition to new webpages.</td>
<td>X</td>
<td>X X X</td>
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<tr>
<td>3.</td>
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#### Due January 31, 2011—Midterm Update

Goal(s) Met? ☐ Yes ☐ No ☐ Partially Met ☒ on-going

**Status Update:**

Goal #1: Discuss/revew Service Policy with students who have no-shows. Provide access to document imaging/filer and Datatel TSUM for DSS faculty to view student data during appointments (saves time and paper). Streamline Authorized Academic Accommodations (AAA) form and provide electronically for online students. Schedule interpreters in one section of general education classes and group deaf students in same section. Pilot voice input technology for note-taking.

Goal #2: Provide staff development workshops on UDE in the classroom. Add UDE principles in design of new facilities—corner lot, snack bar. Add UDE—designed doors for access to existing bathroom facilities. Add UDE principles for access to Assessment Zoom text large print and Career Center (screen reader software) for all students to use. Incorporate UDE in Academic and Student Services SLOs. Provide resource to Web Coordinator or accessibility to new Web design.

If goal not met, please explain:
**DSS – GOALS 2010-11**

**INDICATE GOAL AND STRATEGIC PRIORITY**

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes ☒</th>
<th>No ☐</th>
<th>Partially Met ☐</th>
</tr>
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</table>

**Status Update:**

Goal #1: Discuss/review Service Policy with students who have no-shows. The number of no-shows is decreasing. If student has more no-shows after discussion with Director, student is responsible for contacting the DSS Office for further support and may only come during walk-ins.

Inter-office procedures for scheduling appointments on SARS have been streamlined to reduce conflict and accommodate changes to student requests. The AAA form is now processed electronically by each specialist and can be forwarded as a read-only attachment to online students. The form is no longer printed in triplicate for each instructor and one form is signed by all instructors. DSS Specialists have access and training to review student data on Datatel and document imaging during appointments. This saves time and paper.

SEPs (Student Educational Plan) for Deaf students are consolidated to group students in same classes to reduce need for interpreters. The outcome data for the pilot of voice input technology for note-taking indicates only certain classes and students are appropriate for the service.

Goal #2: Staff Development (SD) workshops on UDE have been provided and additional ones will be scheduled in 2011-12. Read & Write Gold software has been purchased for installation on all campus computers, not just the HTC for students with learning disabilities, and the new SD Trainer will train faculty on the program to use with all students. The new Technology Plan includes UD principles. The new Webpages are designed with universal access and comply with federal access guidelines. The ADA/UDE Committee is reviewing and monitoring UD accessibility to the remodel and design of the Snack Bar and the Corner Lot facilities.

If goal not met, please explain:

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**EOPS – GOALS 2010-11**

**INDICATE GOAL AND STRATEGIC PRIORITY**

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<tr>
<th></th>
<th>BOARD GOALS</th>
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06/30/11
**EOPS - GOALS 2010-11**

<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
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<tbody>
<tr>
<td>Due July 15, 2010—Goal(s) Align*&quot;X&quot;*with related board goal/strategic priority</td>
<td>1 2 3 4 5 1 2 3 4 5</td>
<td>X X X X X X</td>
</tr>
<tr>
<td>1. Incorporate/develop activities/programs designed to enhance the affective connection of EOPS participants.</td>
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<tr>
<td>2. Apply the newly developed evaluation rubric to EOPS applications and develop a waiting list policy and process.</td>
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**Due January 31, 2011—Midterm Update**

Goal(s) Met?  Yes ☐ No ☐ Partially Met ☑

Status Update:

Goal #1: A committee lead by an EOPS counselor met and developed potential activities for enhancing affective connection to EOPS. Review and implementation of these ideas is scheduled for Spring 2011.

Goal #2: The rubric for assessing EOPS applications was developed. However, due to the number of and timing of applications, the rubric was not needed nor applied and a waiting list was not developed, as all eligible students who submitted applications by the deadline were accepted.

If goal not met, please explain:

**Due June 15, 2011—Final Update**

Goal(s) Met?  Yes ☑ No ☐ Partially Met ☐

Status Update:

Goal #1: Spring 2011 study sessions for EOPS students were offered for three days. During these sessions, counselors were available to offer study tips, and students with similar needs were grouped and aided each other. Both students and staff found the sessions to be helpful for students preparing for their final exams, and also for building a sense of connection amongst EOPS students and between EOPS students and the program.

Goal #2: See comments above.
### EOPS – GOALS 2010-11

**INDICATE GOAL AND STRATEGIC PRIORITY**

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If goal not met, please explain:

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### PERSONAL DEVELOPMENT – GOALS 2010-11

**INDICATE GOAL AND STRATEGIC PRIORITY**

- **Due July 15, 2010—Goal(s) Align “X” with related board goal/strategic priority**
  1. To continue to expand the New Student Seminar course each semester, and to develop a research plan to assess the impact of the NSS on student success over a series of several semesters.

<table>
<thead>
<tr>
<th>BOARD GOALS</th>
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- **Due January 31, 2011—Midterm Update**

  Goal(s) Met? Yes ☐ No ☐ Partially Met ☑

**Status Update:**

Goal #1: This objective is partially met now with training for use of the eLumen program underway to track student learning outcomes. Once we have input the SLO’s into the program, we will be able to measure student success and compare those students with the general population where applicable.

If goal not met, please explain:

---

- **Due June 15, 2011—Final Update**

  Goal(s) Met? Yes ☐ No ☐ Partially Met ☑

**Status Update:**

Goal #1: The New Student Seminar became part of the PAIR Learning Community. Preliminary data is demonstrating increased student success.

The reduction in BSI funding and District apportionment will restrict any growth to this area.
### PERSONAL DEVELOPMENT – GOALS 2010-11

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<tr>
<td>If goal not met, please explain:</td>
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</table>

### STUDENT EMPLOYMENT SERVICES – GOALS 2010-11

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<tbody>
<tr>
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<td></td>
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</tr>
<tr>
<td>1. To implement Twitter technology to promote job opportunities.</td>
<td>X</td>
<td>X X X</td>
</tr>
<tr>
<td>2. To develop new off-campus job opportunities for our students.</td>
<td>X</td>
<td>X x</td>
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**Due January 31, 2011—Midterm Update**

- Goal(s) Met? Yes [x] No [ ] Partially Met [ ]

**Status Update:**

Goal #1: Created Twitter account on 7/20/10; marketing it through the SES website. We currently have 2 followers.

Goal #2: 219 off-campus jobs have been developed since 7/1/10.

If goal not met, please explain:

**Due June 15, 2011—Final Update**

- Goal(s) Met? Yes [x] No [ ] Partially Met [ ]

**Status Update:**

Goal #1: Created Twitter account on 7/20/10; marketing it through the SES website. We currently have 2 followers.

Goal #2: 219 off-campus jobs have been developed since 7/1/10.

If goal not met, please explain:
## TRANSFER CENTER – GOALS 2010-11

### INDICATE GOAL AND STRATEGIC PRIORITY

<table>
<thead>
<tr>
<th>Due July 15, 2010—Goal(s) Align &quot;X&quot; with related board goal/strategic priority</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. To increase student transfer rates by developing a greater scope of services and visibility on campus through: improved marketing strategies; strategies to increase engagement/participation of faculty and staff in the transfer process; research teleconferencing opportunities for students with distant universities; and encourage each school/discipline to maintain student email distribution lists by major for easier dissemination of information.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2. To develop a comprehensive database of all Transfer Center activities, which would reduce manual functions and streamline operations.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. To develop an inter-segmental tracking system of SWC transfer students to CSUs to include receiving term systemic reports on students who applied, were admitted, and enrolled.</td>
<td>X</td>
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### Due January 31, 2011—Midterm Update

**Goal(s) Met?** Yes □ No □ Partially Met X

**Status Update:**

Goal #1: Partially met: Tailored activities have been developed to address the transfer needs of special student populations and students in specific disciplines. Publicity of these activities is sent on a regular basis to Instructional and Student Services faculty members requesting their assistance in promoting the specific transfer activity.

Goal #2: Goal met: A database of Transfer Center activities was developed as well as a website to inform students, faculty and staff, as well as the community of new developments.

Goal #3: Partially met: Inter-segmental student tracking is a big challenge, but we have accomplished this task with the University of California campuses. All UC’s send us the names of SWC applicants and their admission status. Our immediate goal is to achieve the same function with at least SDSU.

*If goal not met, please explain:*
### Transfer Center – Goals 2010-11

#### Indicate Goal and Strategic Priority

**Due June 15, 2011—Final Update**

Goal(s) Met? Yes □ No □ Partially Met X

**Status Update:**

Goal #1: As of 6/9/2011, UC applications increased by 39% and SDSU applicants increased by 20%. The data, as to the actual numbers of students accepted and subsequently registering for fall 2011, is not yet available. This preliminary data is a good indication that our goals and activities are on target.

Goal #2: Goal met: A data base of Transfer Center activities was developed as well as a website to inform students, faculty and staff, as well as the community of new developments.

Goal #3: As of 6/9/2011, the Transfer Center Coordinator has submitted a proposal to buy institutional membership with the National Student Clearinghouse for us to track where our students transfer.

If goal not met, please explain:

---

### Women's Resource Center – Goals 2010-11

#### Indicate Goal and Strategic Priority

**Due July 15, 2010—Goal(s) Align*"X" with related board goal/strategic priority**

1. Identify external funding sources by increasing visibility of the WRC in the community and on campus.

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<td></td>
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**Due January 31, 2011—Midterm Update**

Goal(s) Met? Yes □ No □ Partially Met X
<table>
<thead>
<tr>
<th>Status Update:</th>
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<tbody>
<tr>
<td>Goal #1: Laura Ryan and Maria Martinez have been active as co-chairs for Women's History Month. Evolution of this has been to expand the workshops from only holding them in March to spreading them out throughout the academic year as Gender Equity Workshops. During the summer, Laura Ryan hosted World History Conference in San Diego and highlighted gender equity in the world. SWC Women's Resource Center (WRC) was listed as a sponsor/host. Visibility has been affected with the policy enforcement on Student Union East that is limiting use of this venue for WRC workshops. With the assistance of the Academic Senate President, one-day use was allowed for one workshop. Jeff Bucholtz, Men Against Rape—over 400 students were present. Beyond that, faculty who had participated and hosted workshops are dropping out because the capacity for their students to participate is so limited in the available spaces. Program Review was completed for the WRC, funding is still an item that needs to be identified and further developed.</td>
</tr>
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</table>

If goal not met, please explain:

**Due June 15, 2011—Final Update**

| Goal(s) Met? | Yes ☑ | No ☐ | Partially Met ☐ |

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<thead>
<tr>
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<tbody>
<tr>
<td>Goal #1: Increased visibility was reached with the support and involvement from the office of SWC's Community and Media Relations. A Women's History Month, four-page, color brochure was designed, printed and distributed campus-wide and to students in targeted classrooms, and on March 3 Kick-Off Day, for a total of 2,500 hard copies distributed. Weekly email and website promotions also served to increase visibility and attendance. Events began on March 3 and continued through May 3 for the spring semester. Events advertised included CTECS Open House, 5th Annual Women's History Month Street Painting Festival, workshops on gender equity, community resources and analysis, and prevention of sexual violence. Women's Math Network was also advertised resulting with an increase of students who utilized this particular math tutoring supported by Perkins funds. YWCA Legal Advocacy also advertised and had increased numbers of walk-in legal consults.</td>
</tr>
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If goal not met, please explain:
<table>
<thead>
<tr>
<th>WOMEN'S RESOURCE CENTER - GOALS 2010-11</th>
<th>BOARD/GOALS</th>
<th>STRATEGIC PRIORITY</th>
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<td>4  5  1  2  3  4  5  6</td>
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### ADMISSIONS AND RECORDS – GOALS 2010-11

**INDICATE GOAL AND STRATEGIC PRIORITY**

Due July 15, 2010—Goal(s) Align "X" with related board goal/strategic priority

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<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
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</thead>
<tbody>
<tr>
<td><strong>1. Improve the enrollment process - Update FAQ's on website &amp; CCCApply &amp; utilize SARS calls to alert students about registration.</strong></td>
<td>1</td>
<td>X</td>
</tr>
<tr>
<td><strong>2. Upgrade imaging system to Image Now and provide in-house training to a variety of users in Student Services.</strong></td>
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<td>X</td>
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<tr>
<td><strong>3. Establish data collection from Program Review to improve services and procedures for students.</strong></td>
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<td>X</td>
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<td><strong>Due January 31, 2011—Midterm Update</strong></td>
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Goal(s) Met? Yes ☐ No ☐ Partially Met X

Status Update:

1. FAQ's on the SWC website, as well as information posted on CCC Apply, have been updated and will be on a continual basis. SARS calls go out to students who do not have email addresses to remind them about registration.
2. Additional licenses have been purchased for Image Now, but old records will be converted first before users are trained.
3. Survey results have been difficult to retrieve for Program Review

If goal not met, please explain:

**Due June 15, 2011—Final Update**

Goal(s) Met? Yes ☒ No ☐ Partially Met X

Status Update:

1. Goal Met
2. Microfiche records are ready to be imaged by Image Now. Conversion and training is scheduled tentatively for July 2011.
3. Data provided from survey. 623 students responded, 158 faculty and staff
## Admissions and Records - Goals 2010-11

### Indicate Goal and Strategic Priority

<table>
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<tr>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
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responded.

If goal not met, please explain:

### Community Work Experience - Goals 2010-11

### Indicate Goal and Strategic Priority

<table>
<thead>
<tr>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
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</table>

Due July 15, 2010—Goal(s) Align "X" with related board goal/strategic priority

1. Identify and contact 2% more students than prior academic year to enroll in CWEE courses.
   - X
   - X
   - X

2. Eighty percent of CWEE Instructors will complete "end-of-semester" checklist to ensure all paperwork is submitted properly.
   - X
   - X
   - X

3. Partner with SES to list additional internship opportunities in database for students.
   - X
   - X
   - X

4. Maintain records of faculty and student involvement to ensure proper procedures are followed and grades are reported accurately.
   - X
   - X
   - X

5. 

**Due January 31, 2011—Midterm Update**

Goal(s) Met?

- Yes □
- No □
- Partially Met X

Status Update:

1. Partially met: On track to meet this goal. Presentations were made to approximately 250 more students this semester to encourage participation in CWEE classes.
2. Goal met: We are actively working with SES to continually add additional internship sites.
3. Partially met: In progress as not all fall 2010 data will be collected until end of semester.

If goal not met, please explain:

- #2 Faculty will not complete checklist until end of semester.

**Due June 15, 2011—Final Update**
### Community Work Experience – Goals 2010-11

<table>
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<tbody>
<tr>
<td>Goal(s) Met? Yes ☑ No ☐ Partially Met ☐</td>
<td>1 2 3 4 5 1 2 3 4 5 6</td>
<td></td>
</tr>
<tr>
<td><strong>Status Update:</strong></td>
<td></td>
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</tr>
<tr>
<td>1. <strong>Goal Met:</strong> Presentations were made to approximately 1,320 students as opposed to prior year of 810 students. Therefore, approximately 61% more students were identified and contacted to participate in CWEE classes.</td>
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<tr>
<td>2. <strong>Goal Met:</strong> 80% of CWEE instructors completed the &quot;end of semester&quot; checklist.</td>
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<td>3. <strong>Goal Met:</strong> Partnered consistently with SES during Fall/Spring/Summer semesters to list internship opportunities in internship database.</td>
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<td>4. <strong>Goal Met:</strong> Maintained records of faculty and student involvement to ensure all procedures were followed.</td>
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<td>If goal not met, please explain:</td>
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### Evaluations – Goals 2010-11

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<td>1 2 3 4 5 1 2 3 4 5 6</td>
<td></td>
</tr>
<tr>
<td>1. Update and maintain webpage.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2. Research diploma printing software options.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>3. Create online forms and petitions</td>
<td>X</td>
<td>X</td>
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<tr>
<td><strong>Due January 31, 2011—Midterm Update</strong></td>
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<tr>
<td>Goal(s) Met? Yes ☐ No ☐ Partially Met ☑</td>
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<tr>
<td><strong>Status Update:</strong></td>
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</tr>
<tr>
<td>1. Critical date-driven updates done; awaiting implementation of SWC website implementation.</td>
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<tr>
<td>2. Determining capability with Datatel system.</td>
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</table>
### EVALUATIONS – GOALS 2010-11

**INDICATE GOAL AND STRATEGIC PRIORITY**

3. Will launch improved version of forms when SWC website goes live.

If goal not met, please explain:

**Due June 15, 2011—Final Update**

Goal(s) Met? Yes ☐ No ☐ Partially Met ×

**Status Update:**

1. Website update with current information.
2. Upgrade of Diplomas on Demand not feasible due to cost factor.
3. New Website not implemented...forms on hold

If goal not met, please explain:

### FINANCIAL AID – GOALS 2010-11

**INDICATE GOAL AND STRATEGIC PRIORITY**

**Due July 15, 2010—Goal(s) Align**\(\times\)**with related board goal/strategic priority**

1. Implement direct deposit (EFT).
2. Auto-package non-selected students for Pell.
3. Implement year-round Pell.
4. Implement Direct Loans.

**Due January 31, 2011—Midterm Update**

Goal(s) Met? Yes ☐ No ☐ Partially Met ×

**Status Update:**

2. Pending Computer Systems & Services
3. Phase One implemented summer 2010; Phase two summer 2011.
4. Implemented fall 2010.
### FINANCIAL AID – GOALS 2010-11

#### INDICATE GOAL AND STRATEGIC PRIORITY

If goal not met, please explain:

**Due June 15, 2011—Final Update**

Goal(s) Met?  Yes □  No □  Partially Met ×

Status Update:

1. Direct deposit (ACH) put on hold.
2. Auto Packaging on target for implementation.
3. Year-round Pell implemented. Direct Loans implemented.

If goal not met, please explain:

---

### GEAR UP – GOALS 2010-11

#### INDICATE GOAL AND STRATEGIC PRIORITY

Due July 15, 2010—Goal(s) Align *X* with related board goal/strategic priority

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes □</th>
<th>No □</th>
<th>Partially Met ×</th>
</tr>
</thead>
</table>

1. SWC GEAR UP will provide Admissions/Financial Aid counseling assistance to 100% of 6 GEAR UP Schools.  
   | X     | X    | X               |

2. Provide 100% of six GEAR UP Schools E-Mentoring.  
   | X     | X    | X               |

3. Assist 100% of EAP students in the six GEAR UP schools with CCCApply.  
   | X     | X    | X               |

4. Increase tutor staffing to increase the number of students who are able to enroll in college or university without the need for remediation.  
   | X     | X    | X               |

#### Midterm Update

Due January 31, 2011

Goal(s) Met?  Yes □  No □  Partially Met ×

Status Update:

1. SWC GEAR UP will provide Admissions/Financial Aid counseling assistance to 100% of six GEAR UP Schools.  
   Goal: Partially Met

   SWC GEAR UP Mentors have provided 1,295 of 3,000 (43%) SUHSD GEAR UP students with admissions and financial aid information for the 2010-2011
<table>
<thead>
<tr>
<th>GEAR UP – GOALS 2010-11</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDICATE GOAL AND STRATEGIC PRIORITY</td>
<td>1</td>
<td>2</td>
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<tr>
<td>school year. Admissions assistance will continue through the month of November for UC and CSU applicants and through the 2010-2011 school year for Community College applicants. Though financial aid information is provided in the &quot;GEAR UP FOR GRADUATION&quot; folder, financial aid information will also be disseminated in the newly-developed SWC GEAR UP Tri-Fold: &quot;Senior Year Countdown&quot;: SWC GEAR UP Staff will also be on hand at the six SUHSD GEAR UP high school sites in spring 2011 for Financial Aid Nights provided by the SUHSD.</td>
<td></td>
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<tr>
<td>2. Provide 100% of 6 GEAR UP Schools E-Mentoring. Goal: Partially Met</td>
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<tr>
<td>SWC GEAR UP Mentors have provided 1,295 of 3,000 (43%) SUHSD GEAR UP students with one-on-one Mentoring, as well as a follow up contact via-email engaging students in the first step of the E-Mentoring aspect of SWC's GEAR UP program for the 2010-2011 academic year.</td>
<td></td>
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<tr>
<td>3. Assist 100% of EAP students in the six GEAR UP schools with CCCApply Goal: Partially Met</td>
<td></td>
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</tr>
<tr>
<td>SWC GEAR UP Mentors have provided information and assistance concerning CCC Apply to 1,295 of 3,000 (43%) SUHSD GEAR UP students for the 2010-2011 academic year. EAP numbers have diminished in the last two years, which has been credited to the EAP program being primarily held weekdays at SWC and administered online as opposed to past practices of being held on Saturdays and administered by counselors and other college staff. The hope is that increased customer service and face-time with SWC GEAR UP Mentors will result in an increase not only application numbers, but also assessment, orientation and registration numbers for the SUHSD GEAR UP Class of 2011. This will be achieved by having one SWC GEAR UP mentor provide additional CCC apply support to existing personnel in the form of SWC Outreach Peer Advisors and SWC GEAR UP Mentors at the 6 SUHSD GEAR UP high schools.</td>
<td></td>
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<tr>
<td>4. Increase tutor staffing to increase the number of students who are able to enroll in college or university without the need for remediation. Goal: Partially Met</td>
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<tr>
<td>In the beginning of the fall semester, SWC GEAR UP was challenged with an attrition of nearly half of our tutoring staff for various reasons. In the months that followed, SWC GEAR UP was subsequently able to hire, train, and place</td>
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</table>
new and existing tutoring staff to all six SUHSD GEAR UP high schools. Though we have increased the number of tutors on staff, we have yet to realize the goal of increasing the number of students who are able to enroll in college or university without the need for remediation. This number will not be reflected until the spring 2011 semester, when SWC GEAR UP students take the assessment test for the college or university in which they enroll. SWC GEAR UP tutors have provided 2,041 of 3,000 (68%) SUHSD GEAR UP students with one-on-one tutoring.

If goal not met, please explain:

Due June 15, 2011—Final Update

Goal(s) Met? Yes ☑ No ☐ Partially Met ☑

Status Update:

1. SWC Gear Up will provide admissions/financial aid counseling assistance to 100% of six GEAR UP Schools.
   Goal: Partially Met

   SWC GEAR UP mentors have provided 2,782 of 3,000 (92%) SUHSD GEAR UP students with admissions and financial aid information for the 2010-2011 academic year. Admissions assistance continued through the month of November for UC and CSU applicants and through the 2010-2011 school year for community college applicants. Though financial aid information is provided in the "GEAR UP FOR GRADUATION" folder, financial aid information was also disseminated in the newly developed SWC GEAR UP Tri-Fold: "Senior Year Countdown." SWC GEAR UP Staff were also able to be on hand at the six SUHSD GEAR UP high school sites in spring 2011 for Financial Aid Nights provided by the SUHSD.

2. Provide 100% of 6 GEAR UP Schools E-Mentoring.
   Goal: Partially Met

   SWC GEAR UP Mentors have provided 2,782 of 3,000 (92%) SUHSD GEAR UP students with one-on-one mentoring, as well as a follow up contact via-email engaging students in the first step of the E-Mentoring aspect of SWC’s GEAR UP program for the 2010-2011 academic year.

3. Assist 100% of EAP students in the six GEAR UP schools with
INDICATE GOAL AND STRATEGIC PRIORITY

<table>
<thead>
<tr>
<th>CCCApply.</th>
<th>Goal: Partially Met</th>
</tr>
</thead>
</table>

SWC GEAR UP mentors have provided information and assistance concerning CCC Apply to 2,782 of 3,000 (92%) SUHSD GEAR UP students for the 2010-2011 school year. EAP numbers have diminished in the last two years, which has been credited to the EAP program being primarily held weekdays at SWC and administered online as opposed to past practices of being held on Saturdays and administered by counselors and other college staff. The hope was that increased customer service and face-time with SWC GEAR UP mentors would have resulted in an increase in not only application numbers, but also assessment, orientation and registration numbers for the SUHSD GEAR UP Class of 2011. This was achieved by having one SWC GEAR UP mentor provide additional CCC apply support to existing personnel in the form of SWC Outreach Peer Advisors and SWC GEAR UP Mentors at the six SUHSD GEAR UP high schools.

4. Increase tutor staffing to increase the number of students who are able to enroll in college or university without the need for remediation.  
Goal: Met

In the beginning of the fall semester, SWC GEAR UP was challenged with attrition of nearly half its tutoring staff for various reasons. In the months that followed, SWC GEAR UP was subsequently able to hire, train, and place new and existing tutoring staff to all six SUHSD GEAR UP high schools. This number was reflected in the spring 2011 semester, when SWC GEAR UP provided seven tutors at six high schools; providing 28,350 individual contacts with 3,000 GEAR UP students.

If goal not met, please explain:

All goals were met, as all services were provided to all GEAR UP students in the six SUHSD GEAR UP schools; however, not all students were able to take advantage of the services provided. Goals 1, 2, and 3, therefore, were partially met, with Goal 4 being met. Though the percentage of students reached was high (92%), SWC GEAR UP could have provided more after-school services had SUHSD been able to provide certified professionals to supervise SWC GEAR UP mentors and tutors.
### HEALTH SERVICES – GOALS 2010-11

**INDICATE GOAL AND STRATEGIC PRIORITY**

<table>
<thead>
<tr>
<th>Due July 15, 2010—Goal(s) Align “X” with related board goal/strategic priority</th>
<th>1</th>
<th>2</th>
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</thead>
<tbody>
<tr>
<td>1. Will increase student awareness of Health Services by increasing outreach activities by 10% by the end of the spring 2011.</td>
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<tr>
<td>2. Implement comprehensive laboratory services for students by spring 2011. We are going to establish and acquire a partnership with a laboratory service. With specific health/blood tests, the doctor and nursing staff can aid in proper diagnosis and treatment, with the intent to improve their health and college retention and success.</td>
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<tr>
<td>3. Establish a formal relationship with at least two community resources by the end of spring 2011.</td>
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</tbody>
</table>

**Due January 31, 2011—Midterm Update**

**Goal(s) Met?**
- Yes ☐
- No ☐
- Partially Met ×

**Status Update:**

1. **Met.** This spring 2010, Health Services has provided 33% more outreach activities compared to fall 2009 by increasing the number of educational workshops, in-class visits and tabling activities.
2. **Partially Met.** Laboratory services contract currently under review with Purchasing Department.
3. **Partially Met.** Health Services has identified two community resources that we would want to develop a formal relationship with:
   - CASA, a project of the San Ysidro Health Center; in the process of developing a plan to offer students HIV testing on campus.
   - The Peer2Peer Lines, a family and youth support and referral service funded by the County of San Diego Health and Human Services Agency with Mental Health Services Act funding. Services are provided by Mental Health Systems.

If goal not met, please explain:

**Due June 15, 2011—Final Update**

**Goal(s) Met?**
- Yes ☐
- No ☐
- Partially Met ×

**Status Update:**
### Health Services - Goals 2010-11

#### Indicate Goal and Strategic Priority

<table>
<thead>
<tr>
<th>Goal</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Met</td>
<td>This 2010-11 academic year, Health Services has provided 33% more outreach activities compared to academic year 2009-2010, by increasing the number of workshops and tabling activities.</td>
</tr>
<tr>
<td>2. Partially Met</td>
<td>Laboratory services contract currently under review with Purchasing Department.</td>
</tr>
<tr>
<td>3. Met</td>
<td>Health Services has established relationships with two community resources: &lt;br&gt;a. CASA, a project of the San Ysidro Health Center was not granted funding to provide HIV testing at Southwestern College. However, CASA administered HIV testing on two different occasions this past academic year. &lt;br&gt;b. Peer2Peer Lines, a family and youth support and referral services agency connects callers to peer-line specialists with real-life experience of the mental health system, who work with callers to get them help through community resources, programs and partners within each region of San Diego. The peer specialists’ goal is to provide resources for proactive education, recovery and support</td>
</tr>
</tbody>
</table>

If goal not met, please explain:

### International Studies/Programs - Goals 2010-11

#### Indicate Goal and Strategic Priority

<table>
<thead>
<tr>
<th>Goal</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due July 15, 2010—Goal(s) Align &quot;X&quot; with related board goal/strategic priority</td>
<td></td>
</tr>
<tr>
<td>1. Recruit 18 Southwestern College students, and a total of 23 SDICCCA students for the SDICCCA/Southwestern College Florence 2010, Spring Semester Abroad program, for a total of 40 students. This goal will be accomplished by conducting a series of campus-wide informational meetings, Southwestern College Home Page advertising, distribution of flyers and educational material, class visitations, and working off-site with all SDICCCA member International Program coordinators at recruitment fairs and meetings.</td>
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<tr>
<td>2. Recruit 12 Southwestern College students, and 3 SDICCCA students for the SDICCCA/Southwestern College South Africa volunteer abroad program, for a total of 15 students. This goal will be accomplished by conducting a series of campus-wide informational meetings, Southwestern College Home Page advertising, distribution of flyers and educational material, class visitations,</td>
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</table>
and working off-site with all SDICCCA member Child Development programs.

3. Recruit 17 Southwestern College students, and a total of 24 SDICCCA students for the SDICCCA/Southwestern College Spain 2010, fall semester abroad program, for a total of 40 students. This goal will be accomplished by conducting a series of campus-wide informational meetings, Southwestern College Home Page advertising, distribution of flyers and educational material, class visitations, and working off-site with all SDICCCA member International Program Coordinators at recruitment fairs and meetings.

4. 

5. 

**Due January 31, 2011—Midterm Update**

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes ☑</th>
<th>No ☐</th>
<th>Partially Met ☐</th>
</tr>
</thead>
</table>

**Status Update:**

1. Fall 2010 Barcelona program had over 40 students.
2. Spring 2011 South Africa Program has 15 participants.
3. Fall 2011 Florence Program is underway.

If goal not met, please explain:

**Due June 15, 2011—Final Update**

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes ☑</th>
<th>No ☐</th>
<th>Partially Met ☐</th>
</tr>
</thead>
</table>

**Status Update:**

Fall 2011, Florence Program is a go with 34 students (23 Southwestern College students). The spring 2011 South Africa Program completed with 15 participants. The participants will do a Governing Board presentation in August 2011 and a community forum in September 2011. All goals met.

If goal not met, please explain:
# Outreach - Goals 2010-11

## Indicate Goal and Strategic Priority

<table>
<thead>
<tr>
<th>Due July 15, 2010—Goal(s) Align &quot;X&quot; with related board goal/strategic priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Establish data collection from Program Review to improve the Early Admissions enrollment process for incoming High School graduates.</td>
</tr>
<tr>
<td>2. Make transition from high school to college an easier process by using a more personal approach through SARS calls to parents and students.</td>
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## Due January 31, 2011—Midterm Update

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes □ No □ Partially Met ×</th>
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</table>

**Status Update:**

Conducted a Student Survey, showing 41% of students indicated that Early Admission program was available. Overall, the Outreach office demonstrated excellent service and success. A reminder to students is provided by SARS call, email and personal phone call to complete the process of Early Admission.

If goal not met, please explain:

## Due June 15, 2011—Final Update

<table>
<thead>
<tr>
<th>Goal(s) Met?</th>
<th>Yes □ No □ Partially Met ×</th>
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</table>

**Status Update:**

1. Goal Met
2. Microfiche records are ready to be imaged by Image Now. Conversion and training is scheduled tentatively for July 2011. Data provided from survey: 623 students responded; 158 faculty and staff responded.

If goal not met, please explain:

---

# Personal Wellness - Goals 2010-11

## Indicate Goal and Strategic Priority

<table>
<thead>
<tr>
<th>Due July 15, 2010—Goal(s) Align &quot;X&quot; with related board goal/strategic priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Conduct a student satisfaction with therapy services survey in fall 2010 and spring 2011.</td>
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</table>

## Board Goals

<table>
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<tr>
<th>1</th>
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<tr>
<td>INDICATE GOAL AND STRATEGIC PRIORITY</td>
<td>BOARD GOALS</td>
<td>STRATEGIC PRIORITIES</td>
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<tr>
<td>2. To provide three staff development activities for the 2010/11 academic year focusing on student mental health issues.</td>
<td>X</td>
<td>X</td>
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<tr>
<td>3. Have two face-to-face meetings per semester with community agencies that provide mental health services as possible referral sources for our students.</td>
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</table>

**Due January 31, 2011—Midterm Update**

Goal(s) Met?  Yes □ No □ Partially Met ×

Status Update:

1. **Partially Met**: Student satisfaction survey scheduled for week of November 29, 2010.

2. **Partially Met**: Staff development activity scheduled for December 1, 2010 (Student mental health issues workshop) and two more in spring 2011.

3. **Met**: Collaborated with two community agencies:
   a. **Attended P.E.R.T.** (Psychiatric Emergency Response Team) advisory board meeting at Promise Hospital in October 2010.
   b. **Visited the Maria Sardinas Clinic** (takes referrals for people with more serious mental health issues) in November 2010.

If goal not met, please explain:

**Due June 15, 2011—Final Update**

Goal(s) Met?  Yes × No □ Partially Met □

Status Update:

1. **Met**: A student satisfaction with therapy services survey was conducted in both the fall and spring semesters of 2010/2011. Unfortunately, the number of surveys returned was low, so the usefulness of the data is limited. Efforts will focus next fall on problem-solving with interns and office personal ways to improve the response/return rate.

2. **Met**: Four staff development activities were provided for the 2010/2011 academic year. They included interactive workshops focused on student mental health and stress reduction for the classified staff.
### PERSONAL WELLNESS – GOALS 2010-11

<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Met: Two face-to-face meetings were held in spring 2011, providing information on gambling treatment and therapy services at community health clinics.</td>
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</table>

If goal not met, please explain:

### SERVICE LEARNING – GOALS 2010-11

<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
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<tbody>
<tr>
<td>Due July 15, 2010—Goal(s) Align &quot;X&quot; with related board goal/strategic priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Recruit 2% more students than the prior academic year to participate in service learning activities.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2. Identify and contact 1% more faculty than prior year to incorporate Service Learning component.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>3. Hold two volunteer fairs in collaboration with the career fair to connect students with community organizations.</td>
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<td>X</td>
</tr>
<tr>
<td>4. Promote the volunteer opportunities of a minimum of 25 community organizations to potential service learning students.</td>
<td>X</td>
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<tr>
<td>5. Conduct two student, faculty and community organization program evaluations.</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

| Due January 31, 2011—Midterm Update |             |                      |
| Goal(s) Met? Yes ☐ No ☐ Partially Met X |             |                      |

Status Update:

1. Met - On track as we recruited approximately 40 more students to participate in the fall 2010 semester.
2. Met - On track as five new faculty offered SL as an option in their courses.
3. Met - On track as first volunteer fair held on September 16, 2010
4. Met - We have promoted volunteer opportunities in over 25 community organizations during the fall 2010 semester

If goal not met, please explain:
**SERVICE LEARNING – GOALS 2010-11**

**INDICATE GOAL AND STRATEGIC PRIORITY**

<table>
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<tr>
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</table>

*Not met as evaluations will not be conducted until end of semester.*

Due June 15, 2011—Final Update

Goal(s) Met? Yes x No □ Partially Met x

Status Update:

1. **Met** – Recruited 341 students to participate in service learning, as opposed to 145 students the year prior. Therefore, there was an increase of over 100%, far exceeding our goal of 2%.

2. **Met** – Identified and recruited seven new faculty to offer SL as an option in their courses with an increase of 87%. There is a total of 15 faculty utilizing service learning as opposed to 8 faculty the year prior.

3. **Met** – Goal met, as volunteer fairs were held on September 16, 2010 and March 24, 2011.

4. **Met** – Goal met, as we have promoted volunteer opportunities of over 25 community organizations during the fall 2010 and spring 2011 semesters.

If goal not met, please explain:

**Partially Met** – Have completed one student, faculty and community organization program evaluation. The second is still in progress and will be completed by the end of July 2011.

**STUDENT ACTIVITIES – GOALS 2010-11**

**INDICATE GOAL AND STRATEGIC PRIORITY**

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</table>

Due July 15, 2010—Goal(s) Align "X" with related board goal/strategic priority

1. Increased visibility and participation of student government in community events. X X X

2. To gain better understanding of the processes and procedures student clubs/organization utilize. A student clubs/organization manual will be developed. X X X

3. Implement and evaluate a campus wide student survey. X X X

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06/30/11
**STUDENT ACTIVITIES - GOALS 2010-11**

<table>
<thead>
<tr>
<th>INDICATE GOAL AND STRATEGIC PRIORITY</th>
<th>BOARD GOALS</th>
<th>STRATEGIC PRIORITIES</th>
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**Due January 31, 2011—Midterm Update**

Goal(s) Met? Yes ☐ No ☐ Partially Met ✗

**Status Update:**

1. **Partially Met** - Held a General Election Southwestern College Governing Board Forum on campus for the community and student body. The Associated Student Organization participated and marched in the annual City of Chula Vista Starlight Yuletide Parade in downtown Chula Vista.

2. **Partially Met** – While creating the Clubs/Organization m=Manual of Effective Techniques (C.O.M.E.T) manual, several processes were found to need revision. These processes were identified and the department is currently working on revisions that fit both the needs of students and the requirements of individual campus departments. The manual will be available to students and advisors.

3. **Partially Met** - Developed and implemented two student surveys:
   
   a. Student Survey- Developed a campus wide student survey to be implemented during the spring 2011 semester.
   
   b. Student Leadership Assessment Survey - Developed Pre-Student Leadership Assessment Survey, and was implemented in fall 2010. A Post Survey will be implemented in spring 2011, and will then be evaluated.

If goal not met, please explain:

Working to expand our survey to other groups on campus.

**Due June 15, 2011—Final Update**

Goal(s) Met? Yes ✗ No ☐ Partially Met ✗

**Status Update:**
### STUDENT ACTIVITIES – GOALS 2010-11

<table>
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<tr>
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<td>1. Met. Held a General Election Southwestern College Governing Board Forum on campus for the community and student body.</td>
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<td>a. Student Survey- Developed a campus wide student survey to be implemented during the spring 2011 semester.</td>
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If goal not met, please explain:

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### VETERANS – GOALS 2010-11

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<td>Due July 15, 2010—Goal(s) Align&quot;X&quot;with related board goal/strategic priority</td>
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<tr>
<td>1. Digitize and automate VA benefits processing system with Access.</td>
</tr>
<tr>
<td>2. Create web-based input for veterans to declare classes and view status.</td>
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<tr>
<td>3. Create Blackboard &quot;mini-class&quot; as mandatory first step for benefits.</td>
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<tr>
<td>4. Reduce average benefits processing time.</td>
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<td>5. Create Student Handbook for active duty, veterans and dependents.</td>
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**Due January 31, 2011—Midterm Update**

Goal(s) Met?  Yes [ ]  No [ ]  Partially Met [X]
## VETERANS - GOALS 2010-11

### INDICATE GOAL AND STRATEGIC PRIORITY

**Status Update:**

1. A scaled down version has been completed.

2. PDF version of interactive forms have been completed and posted on website.

3. Initial course completed on Blackboard; additional VA mandates required.

4. Declaration of courses undertaken has improved however, the adjudication process remains to be a challenge.

5. Created a Frequently Asked Questions section on the SWC website, which has been more advantageous and provides flexibility for students.

**If goal not met, please explain:**

**Due June 15, 2011—Final Update**

**Goal(s) Met?**  Yes □  No □  Partially Met ×

**Status Update:**

1. All SWC Veteran forms Digitalize and automated.

2. Online services completed.

3. Course offering on Blackboard not implemented.

4. Benefit processing time shortened as a result of increase in staffing and automation.

5. FAQs online implemented and updated as needed.

**If goal not met, please explain:**
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**PROPOSITION R - MONTHLY EXECUTIVE UPDATE**
(Reporting Period: 11/1/2011 - 12/1/2011)

**KEY ACCOMPLISHMENTS / MILESTONES ACHIEVED**
- ’Field House’ comments received by Architect
- Balfour Beatty Construction officially approved as the CM-at-Risk for the ‘Corner Lot’ Project
- ‘SDG&E Make-Ready’ subproject to the ‘Corner Lot’ Project has been advertised
- Request for Qualifications for ‘Hazardous Materials Services’ has been issued
- Staff has prequalified firms (per the board-approved prequalification process) for the first bid package of the ‘Central Plant, Field House, and Fields’ project

**PHASE I PROJECT UPDATES**

<table>
<thead>
<tr>
<th>Project</th>
<th>Update</th>
</tr>
</thead>
</table>
| Corner Lot | - Balfour Beatty Construction (BBC) has been board-approved as the Construction Manager-at-Risk. BBC constructability review is underway.  
- BCA (architect) has reviewed all DSA comments. Based on this information, BCA projects to have DSA approval for Increment 1 in mid-January 2012 and DSA approval for Increment 2 in early April 2012.  
- The “SDG&E Make-Ready” bid package is out to bid, with expected bid opening on December 2, 2011. This scope of work needs to be complete prior to starting grading for the Corner Lot (Increment 1).  
- Official direction from the governing board regarding the parking structure and Buildings C and D is expected at the December 2011 board meeting. |
| Central Plant, Field House, Fields | - The early bid package planned for the ‘distribution piping’ contractor is out to bid. Expected bid opening is December 15, 2011. The required pipe is highly specialized and has a significant lead-time. An early contract is needed in order to ensure that the order is placed in time for arrival on site in summer 2012.  
- DSA review comments for the ‘Field House, Fields’ portion of the project are have been received. Gensler (architect) is responding. |
| Landscaping and Entry Construction | - DSA approval of the Gotham & Elmhurst Road project is now expected as an “over-the-counter” approval on December 29, 2011.  
- The Gotham & Elmhurst Road project also includes providing more effective traffic flow and additional parking spaces in Lot A.  
- The design allows for a recycled-water irrigation system (“purple pipe”). |
| Energy Efficient Project Upgrades, Building Controls, Lighting | - Programming activities continue. |
| Updated Security, Fire Alarms and Technology | - Programming activities continue. |
| Ph 1 - Equipment for Buildings | - Programming activities continue. |
| PV / Solar projects | - Programming activities continue. |
| Mayan Hall Theater Building 900 Renovation and ADA Access | - Technical proposals were reviewed and ranked by both Program Management and District staff. An interview panel that included faculty and end-users selected NTD architects as the recommended firm for this project. A board item asking for approval of this contract is planned for the December 2011 board. |
| National City New Two-Story Facility | - An updated proposal from the previously selected architect (Johnson Favaro) has been reviewed. A board item asking for approval of this contract is planned for the December 2011 board. |
PROPOSITION R - MONTHLY EXECUTIVE UPDATE
(Reporting Period: 11/1/2011 - 12/1/2011)

<table>
<thead>
<tr>
<th>Project</th>
<th>Update</th>
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<tbody>
<tr>
<td>Remodel of Cafeteria Building 610</td>
<td>- Staff is reviewing initial planning work that is related to a 2007 contract. Programming activities continue.</td>
</tr>
<tr>
<td>Remodel of 100 Buildings, Classrooms</td>
<td>- Proposals from previously short-listed architects have been received.</td>
</tr>
<tr>
<td>Remodel of 210 Building Design Standards</td>
<td>- The architect has compiled draft standards based on the feedback received to date from staff.</td>
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SCHEDULE OVERVIEW

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<tr>
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<th>2014</th>
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<td>SDGE (prep work for Corner Lot)</td>
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<tr>
<td>741</td>
<td>Corner Lot - Increment 1</td>
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<td>741</td>
<td>Corner Lot - Increment 2</td>
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<td>722</td>
<td>Central Plant (Distribution Loop)</td>
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<tr>
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<td>743</td>
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<td>752</td>
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<td>702</td>
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<td>737</td>
<td>Ph 1 - Equipment for Buildings</td>
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LEGEND
- Planning
- Design
- DSA Review
- Bid / Award
- Construction / Close-out
- Separate Procurement / Install

Southwestern College
Proposition R -- Breakdown of Phase 1

Data Date: 12/01/2011
### BUDGET OVERVIEW

The table below is based on the money spent to date per the District’s accounting system software (Datatel) as of December 1, 2011. Note that only those projects that have charges against them are currently shown.

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<thead>
<tr>
<th>Corner Lot</th>
<th>Budget</th>
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<tr>
<td>Construction</td>
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<tr>
<td>Design</td>
<td>$5,375,122</td>
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<tr>
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<table>
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<th>Central Plant, Field House, Fields</th>
<th>Budget</th>
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<tr>
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<td>Design</td>
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<td>Quality Assurance</td>
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<td>FF&amp;E</td>
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<tr>
<td><strong>Total</strong></td>
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<th>Landscaping and Entry Construction</th>
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<td>Design</td>
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<td><strong>Total</strong></td>
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<td><strong>Total</strong></td>
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Total Spent through 12/01/2011: $8,406,636

Notes:

* The budget breakdown for the ‘Landscaping and Entry Construction’ project is yet to be officially approved by staff.

** The large majority of PM/SWC costs relates to the program management fee. The current base Prop R program management fee budget is $2,822,247 ($2,725,000 original + SCS Amendment #2 for $97,247). Spending through 12/1/2011 for this item is $2,220,964, approximately 79% of the budget. The budget amount for total PM/SWC costs is not shown because other program-level budgets have not yet been finalized with the District. These other budgets include SWC employee costs, legal costs, and program reimbursable costs. Potential adjustments to the program management fee due to the revised scope of Phase 1 are also not included.