



SUGGESTED ORDER OF BUSINESS

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, 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

6:30 p.m. Call to Order / Announcement of Closed Session Agenda
7:00 p.m. Reconvene in Open Session

Wednesday, September 14, 2011

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

In compliance with Government Code section 54957.5, non-exempt writing that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Southwestern College, Office of the Superintendent/President, 900 Otay Lakes Road, Chula Vista, CA 91910; at our website by clicking on the following link 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 yellow request card (available at the reception table) and indicate on the card if they wish to speak under Oral Communication, or when a specific agenda item is considered. Cards should be submitted to the Board secretary prior to the start of the meeting.

	ITEM
Call to Order	1. CALL TO ORDER (Nader) 6:30 p.m., Room 214 Present: Absent: Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive.
Announcement Closed Session Agenda	2. ANNOUNCEMENT OF CLOSED SESSION AGENDA (Nader) Members of the public may be present to hear the closed session announcements and will be given an opportunity to speak on any closed session items at this time. Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table). 2A. CONFERENCE WITH LABOR NEGOTIATOR Negotiator: Joseph N. Quarles, Ed.D. Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials Government Code Section 54957.6

ITEM																									
	<div>2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957</div> <div>2C. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION Government Code Section 54956.9(b) (4 potential cases)</div> <div>2D. CONFERENCE WITH LABOR NEGOTIATOR Negotiator: Joseph N. Quarles, Ed.D. Unrepresented Employees: Vice Presidents Government Code sections 54957 and 54957.6</div> <div>2E. PUBLIC EMPLOYEE EMPLOYMENT Government Code Section 54957(b) Title: Superintendent/President</div>																								
Closed Session	<div>3. ADJOURN TO CLOSED SESSION (Nader) Building 100, Conference Room A</div>																								
Reconvene in Open Session	<div>4. RECONVENE IN OPEN SESSION (Nader) 7:00 p.m., Room 214</div> <div>Present:</div> <div>Absent:</div>																								
Pledge of Allegiance	<div>5. PLEDGE OF ALLEGIANCE (Nader)</div>																								
Closed Session Announcement	<div>6. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (If applicable) (Nader)</div>																								
Action	<div>7. APPROVAL OF MINUTES (ENCLOSURE) (Whittaker)</div> <table><tr><td></td><td>Hernandez</td><td></td><td>Nader</td><td></td><td>Roesch</td><td></td><td>Peraza</td><td></td><td>Valladolid</td><td></td><td>Duran-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>Regular Meeting, August 10, 2011 Special Meeting, August 8, 2011 Special Meeting, August 9, 2011 Special Meeting, August 24, 2011 Special Meeting, August 29, 2011</div>		Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote												
	Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote														

	ITEM
Presentation(s)	<p>8. PRESENTATION(S)</p> <p>8A. <u>EMPLOYEE OF THE QUARTER OCTOBER-DECEMBER</u> Elizabeth Kozel, Tutorial Center Coordinator</p> <p>Presenters: Jackie Osborne, Acting Director of Human Resources; Mink Stavenga, D.B.A., Dean, Instructional Support Services; Bruce MacNintch, CSEA President; Andrew Rempt, Academic Success Center Faculty Coordinator</p> <p>8B. <u>BLOOD DRIVE REPORT</u></p> <p>Presenters: Angelica L. Suarez, Ph.D., Vice President for Student Affairs; Arlie Ricasa-Bagaporo, Director of Student Development & Health Services</p> <p>8C. <u>SPRING 2011 STUDY ABROAD / CAPE TOWN, SOUTH AFRICA PROGRAM</u></p> <p>Presenters: Angelica L. Suarez, Ph.D., Vice President for Student Affairs; Carla Kirkwood, Ph.D., Faculty Coordinator, Center for International Studies Program</p>
Oral Communication	<p>9. ORAL COMMUNICATION (Nader)</p> <p>Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table) and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered.</p> <p>An oral presentation to the Board does <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."</p>
Recusal from Agenda Items	<p>10. ANNOUNCEMENT OF RECUSAL FROM AGENDA ITEMS (Whittaker)</p> <p>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.</p>
Academic Senate Report	<p>11. ACADEMIC SENATE REPORT (Nader)</p> <p>PROFESSOR ANGELINA E. STUART, PRESIDENT, ACADEMIC SENATE</p>
Union/ Association Reports	<p>12. UNION/ASSOCIATION REPORTS (Nader)</p> <p>12A. PROFESSOR ANDREW MACNEILL, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)</p> <p>12B. BRUCE MACNINTCH, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)</p> <p>12C. AARON STARCK, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)</p>
ASO Report	<p>13. ASSOCIATED STUDENT ORGANIZATION (ASO) REPORT (Nader)</p> <p>GUSTAVO PEREZ, ASO VICE PRESIDENT FOR PUBLIC RELATIONS</p>

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Action	ITEM																														
	14. APPROVE CONSENT CALENDAR (ITEMS A THROUGH G)																														
	<table><tr><td></td><td><i>Hernandez</i></td><td></td><td><i>Nader</i></td><td></td><td><i>Roesch</i></td><td></td><td><i>Peraza</i></td><td></td><td><i>Valladolid</i></td><td></td><td><i>Duran-Student Advisory Vote</i></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>		<i>Hernandez</i>		<i>Nader</i>		<i>Roesch</i>		<i>Peraza</i>		<i>Valladolid</i>		<i>Duran-Student Advisory Vote</i>																		
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	<p>Adoption of the Consent Calendar will be made by one motion and second of the Board and by a unanimous vote.</p> <p>14A. <u>RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)</u></p> <p>Recommend ratification/approval of employment of consultants listed below:</p> <table><tr><th><u>Department</u> (Suarez)</th><th><u>Consultant</u></th><th><u>Purpose</u></th><th><u>Date</u></th><th><u>Fee</u></th></tr><tr><td>Health, Exercise Science & Athletics</td><td>Tina Recalde</td><td>Japanese Interpreter for International Student Symposiums Agreement No. A3283.11</td><td>9/15/11– 6/30/12</td><td>Not to exceed \$2,999 (Project funded)</td></tr><tr><td>Health Exercise Science & Athletics</td><td>Tomoko Ohkubo-Kuo</td><td>Japanese Interpreter for International Student Symposiums Agreement No. A3280.11</td><td>12/13/10</td><td>Not to exceed \$2,999 (Project funded)</td></tr><tr><td>Health Exercise Science & Athletics</td><td>Tomoko Ohkubo-Kuo</td><td>Japanese Interpreter for International Student Symposiums in conjunction with Agreement No. AR3122 (Agreement with Meitetsu Travel U.S.A. Corp.) approved by the Governing Board on November 10, 2010. Agreement No. A3281.11</td><td>9/15/11– 6/30/12</td><td>Not to exceed \$2,999 (Project funded)</td></tr><tr><td>Arts & Communication</td><td>Elena Mashkovtseva</td><td>Musical performance for Spring recital series. Agreement No. A3328.11</td><td>4/13/11</td><td>Not to exceed \$200</td></tr><tr><td>Arts & Communication</td><td>Jeanne Reith, DBA Lady Jean, Inc.</td><td>Costume designer. Agreement No. A3327.11</td><td>9/15/11– 11/15/11</td><td>Not to exceed \$1,000</td></tr></table>	<u>Department</u> (Suarez)	<u>Consultant</u>	<u>Purpose</u>	<u>Date</u>	<u>Fee</u>	Health, Exercise Science & Athletics	Tina Recalde	Japanese Interpreter for International Student Symposiums Agreement No. A3283.11	9/15/11– 6/30/12	Not to exceed \$2,999 (Project funded)	Health Exercise Science & Athletics	Tomoko Ohkubo-Kuo	Japanese Interpreter for International Student Symposiums Agreement No. A3280.11	12/13/10	Not to exceed \$2,999 (Project funded)	Health Exercise Science & Athletics	Tomoko Ohkubo-Kuo	Japanese Interpreter for International Student Symposiums in conjunction with Agreement No. AR3122 (Agreement with Meitetsu Travel U.S.A. Corp.) approved by the Governing Board on November 10, 2010. Agreement No. A3281.11	9/15/11– 6/30/12	Not to exceed \$2,999 (Project funded)	Arts & Communication	Elena Mashkovtseva	Musical performance for Spring recital series. Agreement No. A3328.11	4/13/11	Not to exceed \$200	Arts & Communication	Jeanne Reith, DBA Lady Jean, Inc.	Costume designer. Agreement No. A3327.11	9/15/11– 11/15/11	Not to exceed \$1,000
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	ITEM
	<p>14B. <u>RATIFY/APPROVE FILING OF APPLICATION(S)</u></p> <p> (Whittaker) Ratification/approval of filing of applications to meet deadlines as listed below: National Science Foundation, Research in Undergraduate Institutions, “ Structural Based Studies of DHFR Evolution”, in the amount of \$178, 615, May 1, 2012 through April 30, 2015. National Science Foundation, “ High Tech Gardens”, in the amount of \$377, 358, January 1, 2012 through January 1, 2015. Sweetwater Union High School District, “Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP)”, subcontract in the amount of \$2,620,400, September 1, 2011 through August 30, 2018. 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. City of San Diego, Community Development Block Grant Program (CDBG), “SBDC Micro- Enterprise Technical Assistance Program”, in the amount of \$ 150,000, July 1, 2011 through June 30, 2012. (Suarez) Formerly Tech Prep, now CTE Transitions, Local Application, for 2011-2012 from July 1, 2011 to June 30, 2012, in the amount of \$46,970. Agreement No: 11-112-090. </p>
	<p>14C. <u>RATIFY/APPROVE ACCEPTANCE OF FUNDS</u></p> <p> (Whittaker) Ratification/approval of acceptance of funds as listed below: City of San Diego, Small Business Enhancement Program, “San Diego Contracting Opportunities Center,” in the amount of \$24,000, October 1, 2011 through September 30, 2012. This application was approved by the Governing Board on August 10, 2011. City of San Diego, Small Business Enhancement Program, “Small Business Development and International Trade Center,” in the amount of \$24,000, October 1, 2011 through September 30, 2012. This application was approved by the Governing Board on August 10, 2011. U.S. Small Business Administration (OSBDC), “CY 2011 SBA-SBDC Supplemental Funding,” in the amount of \$200,000, January 1, 2011 through December 31, 2011. This application was approved by the Governing Board on August 10, 2011. National Science Foundation, “Project iLASER Celebrating the International Year of Chemistry 2011,” in the amount of \$150,000, March 1, 2011 through June 30, 2012. This application was approved by the Governing Board on August 10, 2011. National Science Foundation, “A CCLI Proposal Preparation Workshop for 2 YR College Chemistry Faculty”. No cost extension of grant performance period from July 31, 2011 to July 31, 2012. This application was approved by the Governing Board on March 11, 2009. (Suarez) Formerly Tech Prep, now CTE Transitions, Local Application, for 2011-2012, July 1, 2011 to June 30, 2012, in the amount of \$46,970. Agreement No: 11-112-090. </p>

ITEM

Carl D. Perkins Career and Technical Education Act Local Application for 2011-2012, July 1, 2011 to June 30, 2012, in the amount of \$1,054,953. Agreement No: 11-C01-063

California Community Colleges Chancellor's Office, Mathematics, Engineering, Science Achievement (MESA) Program, July 1, 2011 to June 30, 2012, in the amount of \$50,500.

14D. ACCEPTANCE OF GIFT(S)
(Temple)

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

\$100 cash, donated by Michael R. Kerns, to Southwestern College to underwrite the purchase of an iPad2, which will be used as a prize in a drawing.

\$100 cash, donated by Mark Meadows, to Southwestern College to underwrite the purchase of an iPad2, which will be used as a prize in a drawing.

\$100 cash, donated by The Suarez Family Trust, Angelica Suarez, to Southwestern College to underwrite the purchase of an iPad2, which will be used as a prize in a drawing.

\$100 cash, donated by Robert J. Temple, to Southwestern College to underwrite the purchase of an iPad2, which will be used as a prize in a drawing.

\$100 cash, donated by M. Denise Whittaker, to Southwestern College to underwrite the purchase of an iPad2, which will be used as a prize in a drawing.

14E. RATIFY VOLUNTEER SERVICES (ENCLOSURE)
(Temple)

Recommend ratification of volunteer services effective August 2011 through May 2012.

14F. PAYMENT OF BILLS – JULY 1-31, 2011 (ENCLOSURE)
(Temple)

14G. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)
(Temple)

General Fund Nos. 202762, 202864, 203013, 203049, 203104
Blanket Fund Nos. B1912

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	ITEM																								
Action	<div>15. ADOPTION OF 2011-2012 BUDGET (ENCLOSURE) (Temple)</div> <table><tr><td></td><td>Hernandez</td><td></td><td>Nader</td><td></td><td>Roesch</td><td></td><td>Peraza</td><td></td><td>Valladolid</td><td></td><td>Duran-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>Approval of the District's 2011-12 Proposed Budget.</div>		Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote												
	Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote														
Action	<div>16. ACCEPTANCE OF ACCJC ACCREDITATION REPORT (ENCLOSURE) (Whittaker)</div> <table><tr><td></td><td>Hernandez</td><td></td><td>Nader</td><td></td><td>Roesch</td><td></td><td>Peraza</td><td></td><td>Valladolid</td><td></td><td>Duran-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>Acceptance of Accreditation Commission for Community and Junior College (ACCJC) notification, dated June 30, 2011, of its action to reaffirm accreditation for Southwestern College.</div>		Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote												
	Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote														
Action	<div>17. ACCEPTANCE OF DENTAL HYGIENE PROGRAM COMMISSION ON DENTAL ACCREDITATION REPORT (ENCLOSURE) (Whittaker)</div> <table><tr><td></td><td>Hernandez</td><td></td><td>Nader</td><td></td><td>Roesch</td><td></td><td>Peraza</td><td></td><td>Valladolid</td><td></td><td>Duran-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>Acceptance of the Commission on Dental Accreditation's granting of accreditation status of "approval <u>without</u> reporting requirements."</div>		Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote												
	Hernandez		Nader		Roesch		Peraza		Valladolid		Duran-Student Advisory Vote														

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Action	ITEM																																		
	18. HUMAN RESOURCES – ACADEMIC (ITEMS A THROUGH E)																																		
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	<p>18A. <u>EMPLOYMENT OF ACADEMIC ADMINISTRATOR (ENCLOSURE)</u></p> <p>Recommend approval of employment as indicated below:</p> <table><tr><th>Employee</th><th>Position</th><th>Department</th><th>Mos/ Svc.</th><th>Range/ Step</th><th>Monthly Salary</th><th>Annual Salary</th><th>Effective Date</th></tr><tr><td>James Davis</td><td>Director of Police Academy</td><td>Higher Education Center at Otay Mesa</td><td>11 months/ .80 FTE</td><td>Range F/Step 8</td><td>\$8,311.20</td><td>\$91,423.20</td><td>09/15/11</td></tr></table> <p>Recommend approval of listed change(s) in contract service as listed below:</p> <table><tr><th>Employee</th><th>Position Months/Service Class/Range Monthly Salary</th><th>To</th><th>Position Months/Service Range/Step Monthly Salary</th><th>Effective Date</th></tr><tr><td>Silvia Cornejo- Darcy</td><td>Director of Center Operations, Higher Education Center at San Ysidro 12 months/1.0 FTE Range F/Step 8 \$10,389.00</td><td></td><td>Dean, Higher Education Center at Otay Mesa & San Ysidro 12 months/1.0 FTE Range C/Step 8 \$11,651.00</td><td>09/15/11</td></tr></table> <p>18B. <u>TEMPORARY/ACTING ASSIGNMENT – VICE PRESIDENT</u></p> <p>Recommend ratification of the following temporary assignment, effective as indicated. Salary is calculated at the current step plus fifteen percent (15%) for additional duties. Temporary assignment shall continue based upon business necessity and are subject to amendments and termination at the discretion of the Superintendent/President:</p> <table><tr><th>Employee</th><th>Current Position Range/Step Monthly Salary</th><th>Temporary Assignment Range/Step Monthly Salary</th><th>Effective Date</th></tr><tr><td>Angelica Suarez, Ph.D.</td><td>Vice President for Student Affairs Range A, Step 8+Dr. \$12,838.67</td><td>Vice President for Student Affairs and Acting Vice President, Academic Affairs Range A, Step 8+Dr. \$14,764.47</td><td>08/01/11</td></tr></table> <p>18C. <u>ACADEMIC TRANSACTIONS (ENCLOSURE)</u></p> <p>Recommend approval of academic transactions. Transactions may include academic assignments/stipends, academic assignments/reassigned time, minimum qualifications equivalency and adjunct faculty hires.</p> <p>18D. <u>HOURLY ACADEMIC EMPLOYMENT (ENCLOSURE)</u></p> <p>Recommend approval of adjunct faculty employment for the 2011 fall semester and further recommend the Superintendent/President be authorized to employ additional hourly academic staff as may be needed for the 2011 fall semester.</p>	Employee	Position	Department	Mos/ Svc.	Range/ Step	Monthly Salary	Annual Salary	Effective Date	James Davis	Director of Police Academy	Higher Education Center at Otay Mesa	11 months/ .80 FTE	Range F/Step 8	\$8,311.20	\$91,423.20	09/15/11	Employee	Position Months/Service Class/Range Monthly Salary	To	Position Months/Service Range/Step Monthly Salary	Effective Date	Silvia Cornejo- Darcy	Director of Center Operations, Higher Education Center at San Ysidro 12 months/1.0 FTE Range F/Step 8 \$10,389.00		Dean, Higher Education Center at Otay Mesa & San Ysidro 12 months/1.0 FTE Range C/Step 8 \$11,651.00	09/15/11	Employee	Current Position Range/Step Monthly Salary	Temporary Assignment Range/Step Monthly Salary	Effective Date	Angelica Suarez, Ph.D.	Vice President for Student Affairs Range A, Step 8+Dr. \$12,838.67	Vice President for Student Affairs and Acting Vice President, Academic Affairs Range A, Step 8+Dr. \$14,764.47	08/01/11
Employee	Position	Department	Mos/ Svc.	Range/ Step	Monthly Salary	Annual Salary	Effective Date																												
James Davis	Director of Police Academy	Higher Education Center at Otay Mesa	11 months/ .80 FTE	Range F/Step 8	\$8,311.20	\$91,423.20	09/15/11																												
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ITEM

18E. RATIFY RESIGNATIONS/RETIREMENTS

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

<u>Employee</u>	<u>Position</u>	<u>Effective Date</u>
Cecilia Medina (resignation)	EOPS Counselor EOPS	08/10/11

ITEM

19C. APPROVE ESTABLISHMENT OF CONFIDENTIAL CLASSIFICATIONS

Pursuant to Government Code 3540.1(c) which defines and confers Confidential status, request approval to establish the following Confidential classifications. Upon approval, classifications, which currently exist within the Classified Bargaining Unit, will be eliminated from the Classified Bargaining Unit Salary Schedule and placed on the Classified Confidential Salary Schedule.

<u>Position</u>	<u>School/Center/Department</u>	<u>Salary Range</u> <u>Months of Service</u>	<u>Monthly Salary Range</u>
Human Resources Clerical Assistant- Confidential (vacant)	Human Resources	Range 1 12 months/1.0 FTE	\$3,298.00-\$4,689.00
Benefits Specialist- Confidential (incumbents)	Human Resources	Range 12 12 months/1.0 FTE	\$4,325.00-\$6,152.00

19D. APPROVE CHANGE OF CLASSIFICATION/POSITION

Recommend approval to change the following vacant positions as indicated.

<u>Position</u>	<u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u>	<u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Food Service Worker (vacant)	10 months/1.0 FTE Range 2/Step 1 \$2,313.00		Food Service Worker	9 months/.80 FTE Range 2/Step 1 \$1,850.40	09/15/11
Food Service Worker (vacant)	9 months/.875 FTE Range 2/Step 1 \$2,023.88		Food Service Worker	9 months/.70 FTE Range 2/Step 1 \$1,619.10	09/15/11

**19E. APPROVE CHANGE(S) IN CONTRACT SERVICE – CLASSIFIED ADMINISTRATOR
(ENCLOSURE)**

<u>Employee</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Patti Larkin	Director of Bookstore Bookstore 12 months/1.0 FTE Range 26*/Step 9 \$9,649.00		Director of Financial Aid, Evaluations & Veteran Services 12 months/1.0 FTE Range 35*/Step 9 \$10,393.00	09/15/11

*Includes three ranges for Educational Incentive.

Brian Eballo	Admissions & Records Technician 12 months/1.0 FTE Range 19*/Step 5 \$4,120.00 (Classified Bargaining Unit Salary Schedule)		Instructional Support Services Supervisor 12 months/1.0 FTE Range 26*/Step 1 \$5,853.00 (Classified Administrator Salary Schedule)	09/15/11
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*Includes three ranges for Educational Incentives.

ITEM

19F. APPROVE CHANGE(S) IN CONTRACT SERVICE

<u>Employee</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Shelley Carbajal	Benefits Specialist 12 months/1.0 FTE Range *33/Step 4 \$5,597.00 (Classified Bargaining Unit Salary Schedule)		Benefits Specialist- Confidential 12 months/1.0 FTE Range *15/6 \$5,805.00 (Classified Confidential Salary Schedule)	09/15/11
*Change in classification is consistent with the provisions of Government Code 3540.1(c).				
**Includes three ranges for Educational Incentives				
Diana Haskins	Benefits Specialist 12 months/1.0 FTE Range *33/Step 5 \$5,820.00 (Classified Bargaining Unit Salary Schedule)		Benefits Specialist- **Confidential 12 months/1.0 FTE Range *15/7 \$6,067.00 (Classified Confidential Salary Schedule)	09/15/11
*Change in classification is consistent with the provisions of Government Code 3540.1 (c).				
**Includes three ranges for Educational Incentives				
Guadalupe Aleman	Food Service Worker 9 months/.875 FTE Range 3*/Step 6 \$2,522.63		Food Service Worker 9 months/1.0 FTE Range 3*/Step 6 \$2,883.00	09/15/11
*Includes one range for longevity.				
Sylvia Banda Ramirez	Senior Project Clerk 12 months/1.0 FTE Range 16*/Step 6 \$3,976.00		Administrative Secretary I-Dental Hygiene Program 12 months/1.0 FTE Range 19*/Step 6 \$4,283.00	09/15/11
*Includes three ranges for Educational Incentives				
Nancy Ethington	Lead Food Service Worker 10 months/1.0 FTE Range 13*/Step 6 \$3,694.00		Lead Food Service Worker 11 months/1.0 FTE Range 13*/Step 6 \$3,694.00	09/15/11
*Includes two ranges for Educational Incentives and one range for longevity.				
Yleanna Fierro	Food Service Worker 9 months/.875 FTE Range 6*/Step 6 \$2,717.75		Food Service Worker 9 months/1.0 FTE Range 6*/Step 6 \$3,106.00	09/15/11
*Includes three ranges for Educational Incentives and one range for longevity.				

ITEM				
<u>Employee</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Marcela Gutierrez	EOPS Technician EOPS 12 months/1.0 FTE Range 20/Step 4 \$4,060.00		Student Services Technician School of Counseling & Personal Development 12 months/1.0 FTE Range 20/Step 4 \$4,060.00	09/15/11
Julie Hatz	Lead Food Service Worker-Evening 9 months/.80 FTE Range 12*/Step 6 \$2,881.60		Food Service Worker 9 months/.875 FTE Range 12*/Step 6 \$3,151.75	09/15/11
*Includes one range for evening increment and one range for longevity.				
Josie Kane	Lead Food Service Worker 10 months/1.0 FTE Range 11*/Step 6 \$3,513.00		Lead Food Service Worker 11 months/1.0 FTE Range 11*/Step 6 \$3,513.00	09/15/11
*Includes one range for longevity.				
Nancy Martin	Food Service Worker 9 months/.875 FTE Range 4*/Step 6 \$2,587.38		Food Service Worker 10 months/1.0 FTE Range 4*/Step 6 \$2,957.00	09/15/11
*Includes one range for Educational Incentive and one range for longevity.				
Monica Rodriguez	Student Services Assistant Disability Support Services 12 months/1.0 FTE Range 10/Step 6 3,430.00		Administrative Secretary I-Disability Support Services 12 months/1.0 FTE Range 16/Step 4 \$3,677.00	09/15/11
Rosalva Sandoval	Project Clerk-ARRA* 12 months/.47 FTE Range 10/1 \$1,323.99		Project Clerk-ARRA 12 months/.50 FTE Range 10/1 \$1,408.50	07/01/11- 06/30/12
*Continued employment contingent upon funding.				
Jazmin Velazquez	Clerical Assistant II 11 months/.75 FTE Range 10/Step 2 \$2,198.25		Education Center Technician-Higher Education Center at San Ysidro 12 months/1.0 FTE Range 23/Step 1 \$3,885.00	09/15/11
Evelia Zepeda	Food Service Worker 9 months/.70 FTE Range 3*/Step 1 \$1,659.70		Food Service Worker 9 months/.875 FTE Range 3*/Step 1 \$2,074.63	09/15/11
*Includes one range for Educational Incentive and one range for longevity.				

ITEM

19G. APPROVE RECLASSIFICATION

Recommend approval of changes in contract service, pursuant reclassification process in Article XIV of the 2008-2011 CSEA Contract:

<u>Employee</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective Date</u>
Michele Clark-Fenlon	Administrative Secretary I Instructional Support Services 12 months/1.0 FTE Range 16/Step 6 \$3,270.00		Administrative Secretary II Accreditation 12 months/1.0 FTE Range 20/Step 1 \$3,608.00	05/04/11

19H. 39-MONTH RE-EMPLOYMENT STATUS

Pursuant to Education Code 88192, the following individual is in the 39-month re-employment status effective as indicated.

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Effective Date</u>
Wanda Maxwell	Transfer Center Specialist	Transfer Center	06/28/11

19I. CLASSIFIED TRANSACTIONS (ENCLOSURE)

Request approval of classified transactions. Transactions include short-term non-academic and emergency assignments.

19J. ELIMINATION OF CLASSIFIED BARGAINING UNIT POSITION(S)

Request approval to eliminate the following positions from the Bargaining Unit salary schedule. Upon approval and pursuant to Government Code 3540.1(c) classifications will confer Confidential employee status.

<u>Position</u>	<u>School/Center/Department</u>	<u>Range/ Months of Service</u>	<u>Monthly Salary</u>
Benefits Specialist	Human Resources	Range 30/Step 1 12 months/1.0 FTE	\$4,620.00
Human Resources Assistant	Human Resources	Range 15/Step 1 12 months/1.0 FTE	\$3,189.00

19K. 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.

<u>Employee</u>	<u>Position</u>	<u>Effective Date</u>
Chris Bender (resignation)	Chief Marketing, Communication, Community & Governmental Relations Officer Community & Governmental Relations Office	08/26/11
Merrily Chopp (resignation)	Project Technician Small Business Development Center	08/12/11

	ITEM										
Action	20. APPROVAL/RATIFICATION OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH B)										
		Hernandez		Nader		Roesch		Peraza		Valladolid	Duran-Student Advisory Vote
	20A. RATIFICATION OF AGREEMENTS										
	(Suarez)	20A1. Academic Affairs									
		20A1.1 Agreements with Eid Passport, Inc. RAPIDGate Program (ENCLOSURE)									
		Ratify Agreements with Eid Passport, Inc.'s RAPIDGate Program, for the purpose of compliance with the Department of the Navy newly implemented Navy Commercial Access Control System (NCACS) within the Continental United States, for the period September 1, 2011 to August 31, 2012, inclusive, in an amount not to exceed \$2,000.									
	(Quarles)	RAPIDGate Program for Naval Air Station, North Island No. A3340.11									
		RAPIDGate Program for Naval Base, San Diego No. A3341.11									
		RAPIDGate Program for Naval Base, Coronado No. A3342.11									
	20A2. Human Resources										
	(Suarez)	20A2.1 Agreement With Robert Abel Investigative Services (ENCLOSURE)									
		Ratify Agreement No. A3332.11 with Robert Abel Investigative Services, for consultation services to conduct confidential interviews, for the period August 12, to December 31, 2011, inclusive, in the amount of \$85 per hour, not to exceed \$5,000.									
		20A3. Student Affairs									
	(Temple)	20A3.1 Community Partnership Program Agreement with National City Public Library (ENCLOSURE)									
		Ratify Agreement No. A3336.11 with National City Public Library, for the Community Partnership Program, for the period August 11, 2011 to June 30, 2014, inclusive, at a cost based on Shared Cost Selection Chart.									
		20A3.2 Community Partnership Program Agreement with South County Economic Development Council (ENCLOSURE)									
	Ratify Agreement No. A3337.11 with South County Economic Development Council, for the Community Partnership Program, for the period August 15, 2011 to June 30, 2014, inclusive, at a cost based on Shared Cost Selection Chart.										
20B. APPROVAL OF AGREEMENTS											
(Temple)	20B1. Business and Financial Affairs										
	20B1.1 Amendment No. 1 To Agreement No. A3252.11 with Southern California Soil and Testing, Inc. (ENCLOSURE)										
	Approve Amendment No. 1 to Agreement No. A3252.11 with Southern California Soil and Testing, Inc., for additional consulting services, for the period June 9, 2011 to December 31, 2012, inclusive, in the amount of \$16,800.00, for a new contract total, in the amount of \$47,980.25.										

ITEM

20B1.2 Amendment No. 1 To Agreement No. A2974.10 with Southern California Soil and Testing, Inc. (ENCLOSURE)

Approve Amendment No. 1 to Agreement No. A2974.10 with Southern California Soil and Testing, Inc., for additional consulting services, for the period May 13, 2010 to December 31, 2011, inclusive, in the amount of \$36,989, for a new contract total, in the amount of \$77,003.

20B1.3 Amendment No. 3 To Agreement No. A2842.09 with Seville Construction Services, Inc. (ENCLOSURE)

Approve Amendment No. 3 to Agreement No. A2842.09, with Seville Construction Services, Inc., to modify "Appendix 1 to Exhibit A" and "Exhibit C". The value the agreement remains at the "not to exceed value" of \$3,597,486.

20B2. Superintendent/President

(Whittaker)

20B2.1 Agreement with Vocus, Inc. (ENCLOSURE)

Approve Agreement No. A3326.11 with Vocus, Inc., for news monitoring and distribution services for the College District, for the period October 1, 2011 to September 30, 2012, in an amount not to exceed \$9,695.

ITEM

Action

21. APPROVAL/RATIFICATION OF AGREEMENTS – NO COST / INCOME (ITEMS A THROUGH B)

(Quarles)

	<i>Hernandez</i>		<i>Nader</i>		<i>Roesch</i>		<i>Peraza</i>		<i>Valladolid</i>		<i>Duran-Student Advisory Vote</i>

21A1. Academic Affairs

21A1.1 Agreement with California Community Colleges Chancellor's Office (ENCLOSURE)

Ratify Agreement No. AR3330.11 with the California Community Colleges Chancellor's Office, for categorical funding for the Mathematics, Engineering, Science Achievement (MESA) program, for the period July 1, 2011 to June 30, 2012, inclusive, in the amount of \$50,500 income to the District.

21A1.2 Agreement With Georgia State University (ENCLOSURE)

Ratify Agreement No. AR3329.11 with Georgia State University (GSU), for the Chemistry Collaborations Workshops & Communities of Scholars Project, for the period June 1, 2011 to May 31, 2012, inclusive, in the amount of \$15,852 income to the District.

21A1.3 Agreement With U.S. Small Business Administration (ENCLOSURE)

Ratify Agreement No. AR3331.11 with U.S. Small Business Administration, for the Jobs Act Program, for the period January 1, 2011 to December 31, 2012, inclusive, in the amount of \$462,854 income to the District.

21A1.4 Amendment To Agreement With City Of San Diego (ENCLOSURE)

Ratify First Amendment to Agreement No. AR3093.10 with the City of San Diego, for extension of the Community Development Block Grant (CDBG) for the Small Business Development and International Trade Center, for the period July 1 through September 28, 2011, inclusive, at not cost to the District. The amendment also incorporates the City of San Diego Equal Benefits Ordinance.

21A2. Business and Financial Affairs

(Temple)

21A2.1 Agreement With Santee Community Development Commission (ENCLOSURE)

Ratify Agreement No. AR3323.11 with Santee Community Development Commission, for procurement technical assistance services, for the period July 1, 2011 to June 30, 2012, inclusive, in the amount of \$20,000.

21A2.2 Amendment No. 1 To Agreement No. AR3132.10 With City Of San Diego (ENCLOSURE)

Ratify Amendment No. 1 to Agreement No. AR3132.10 with City of San Diego, to provide training and related services, for the period extending through September 28, 2011, inclusive, at no cost to the District. The Amendment also incorporates the City of San Diego Equal Benefits Ordinance.

ITEM

21B. APPROVAL OF AGREEMENTS

(Suarez) 21B1. Student Affairs

21B1.1 Service Learning Agreement With County Of San Diego Health And Human Services Agency (ENCLOSURE)

Approve agreement No. A3324.11 with County of San Diego Health and Human Services Agency, for the Service Learning Program, for the period September 15, 2011 to June 30, 2014, inclusive, at no cost to the District.

21B1.2 Cooperative Work Experience Education Program Agreement with Covenant Retirement Communities DbA Mount Miguel Covenant Village Health Facility (ENCLOSURE)

Approve agreement No. A3325.11 with Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility, for the Cooperative Work Experience Education program, for the period September 15, 2011 to June 30, 2014, inclusive, at no cost to the District.

21B1.3 AGREEMENT WITH FELLOWSHIP TRAVEL (ENCLOSURE)

Approve Agreement No. A3335.11 with Fellowship Travel, as a service provider for the Cape Town, South Africa, two-week volunteer abroad program (March 20 to April 6, 2012). The travel agreement contract will cover the period of September 15, 2011 to May 1, 2012, inclusive, at no cost to the District.

(Temple) 21B2. Business and Financial Affairs

21B2.1 Agreement For Participation In The 2012 Chancellor's Office Tax Offset Program (COTOP) (ENCLOSURE)

Approve Agreement No. A3333.11 with the Chancellor of the California Community Colleges, to continue participation in the Chancellor's Office Tax Offset Program (COTOP), for the period October 1, 2011 to December 20, 2012, inclusive, at no cost to the District.

ITEM

Action

22. ADOPT RESOLUTION(S) (ITEMS A THROUGH C)

	<i>Hernandez</i>		<i>Nader</i>		<i>Roesch</i>		<i>Peraza</i>		<i>Valladolid</i>		<i>Duran-Student Advisory Vote</i>

22A. GANN APPROPRIATION LIMIT RESOLUTION (ENCLOSURE)

(Temple)

Recommend adoption of resolution establishing the Gann Appropriation Limit for Fiscal Year 2011-12 per the Gann Limit Worksheet. This information will be carried forward on financial reports to the California Community College Chancellor's Office.

22B. CITY OF SAN DIEGO RESOLUTIONS (ENCLOSURE)

(Whittaker)

Recommend adoption of resolutions approving two applications for funding from the City of San Diego Small Business Enhancement Program for Fiscal Year 2012 in the amount of \$24,000 per grant application.

22C. RESOLUTION BY THE GOVERNING BOARD TO INITIATE A STUDY OF ITS ELECTION SYSTEM TO ADDRESS ALTERNATIVES TO COMPLY WITH THE CALIFORNIA VOTING RIGHTS ACT (ENCLOSURE)

(Whittaker)

Recommend adoption by the Governing Board to initiate a study of its election system to address alternatives to comply with the California Voting Rights Act, and authorize the Superintendent/President to expend funds for that purpose in an amount not to exceed \$7,500.

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 policies appear before the Governing Board for First Reading:

23A1. Policy No. 3300 – Public Records (ENCLOSURE)

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

23A2. Policy No. 4060 – Delineation of Functions Agreements (ENCLOSURE)

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

23B. INFORMATION ITEMS

(Temple)

23B1. Comparative Statement of Revenues & Expenses Report for Period Ending June 30, 2011 (ENCLOSURE)

(Temple)

23B2. General Fund Cash Analysis for Period Ending June 30, 2011 (ENCLOSURE)

(Temple)

23B3. Comparative Statement of Revenues & Expenses Report for Period Ending July 31, 2011 (ENCLOSURE)

	ITEM
	<p>23B. <u>INFORMATION ITEMS</u> (Continued)</p> <p>(Temple) 23B4. General Fund Cash Analysis for Period Ending July 31, 2011 (ENCLOSURE)</p> <p>(Temple) 23B5. Modified Initial Construction of Corner Lot Project (ENCLOSURE)</p> <p>(Temple) 23B6. Proposition AA & Proposition R - Monthly Executive Update (ENCLOSURE)</p> <p>(Temple) 23B7. Confirmation of Purchase Orders (ENCLOSURE)</p> <p>General Fund Nos. 108429 – 108436 Manual Requisitioning Sequence Blanket Fund Nos. 202501 – 203104 On-Line Requisitioning Sequence Blanket Fund Nos. B1905 – B1916</p> <p>(Suarez) 23B8. Enrollment Report (ENCLOSURE)</p> <p>(Whittaker) 23B9. Status of Hiring/Vacancies (ENCLOSURE)</p> <p>(Whittaker) 23B10. Governing Board Meeting and Study Session Schedule (ENCLOSURE)</p> <p>24. ADMINISTRATIVE REPORTS (Nader)</p> <p>24A. ANGELICA L. SUAREZ, Ph.D., ACTING VICE PRESIDENT FOR ACADEMIC AFFAIRS</p> <p>24B. ROBERT J. TEMPLE, CONSULTANT, BUSINESS AND FINANCIAL AFFAIRS</p> <p>24C. JOSEPH QUARLES, Ed.D., INTERIM VICE PRESIDENT FOR HUMAN RESOURCES</p> <p>24D. ANGELICA L. SUAREZ, Ph.D., VICE PRESIDENT FOR STUDENT AFFAIRS</p> <p>25. SUPERINTENDENT/PRESIDENT'S REPORT (Nader)</p> <p>DENISE WHITTAKER, INTERIM SUPERINTENDENT/PRESIDENT</p> <p>25A. COLLEGE PRIORITIZATION LISTS (ENCLOSURE)</p> <p>25A1. One-Time Priority List of the Top 53 Items</p> <p>25A2. Ongoing Personnel and Other Needs of the Top 47 Items</p> <p>25A3. Institutional Technology Priorities</p> <p>25A4. Master List of Needs</p> <p>25B. RECEPTION FOR BOARD MEMBER HUMBERTO PERAZA</p> <p>October 13, 2011, 5 – 7 pm, Student Union East</p> <p>25C. FOLLOW-UP LOG (ENCLOSURE)</p>

**Administrative
Reports**

**Superintendent/
President's
Report**

	ITEM
Board Requests for Information	26. GOVERNING BOARD REQUESTS FOR INFORMATION (Nader) <u>Information Requested</u>
Governing Board Reports	27. GOVERNING BOARD REPORTS (Nader) 27A. STUDENT BOARD MEMBER CLAUDIA DURAN 27B. BOARD MEMBER HUMBERTO PERAZA 27C. BOARD MEMBER TERRI VALLADOLID 27D. BOARD MEMBER JEAN ROESCH, Ed.D. 27E. BOARD VICE PRESIDENT NORMA L. HERNANDEZ 27F. BOARD PRESIDENT TIM NADER
Closed Session	28. CLOSED SESSION / REPORT OF ACTION(S) (If Applicable) (Nader)
Adjournment	29. ADJOURNMENT (Nader)
Information	30. NEXT REGULAR MEETING Wednesday, October 12, 2011 Southwestern College 900 Otay Lakes Road Room 214 Chula Vista, CA 91910

Denise Whittaker
Interim 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
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
HUMBERTO PERAZA, JR., 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, August 10, 2011

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

In compliance with Government Code section 54957.5, non-exempt writing that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Southwestern College, Office of the Superintendent/President, 900 Otay Lakes Road, Chula Vista, CA 91910; at our website by clicking on the following link 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 yellow request card (available at the reception table) and indicate on the card if they wish to speak under Oral Communication, or when a specific agenda item is considered. Cards should be submitted to the Board secretary prior to the start of the meeting.

	ITEM
Call to Order	<p>1. CALL TO ORDER (Nader) 6:20 p.m., Room 214</p> <p>Present: Nader, Valladolid, Peraza, Duran (Student Board Member) Absent: Roesch, Hernandez</p> <p>Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive.</p>
Announcement Closed Session Agenda	<p>2. ANNOUNCEMENT OF CLOSED SESSION AGENDA (Nader)</p> <p>Members of the public may be present to hear the closed session announcements and will be given an opportunity to speak on any closed session items at this time. Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table).</p> <p><i>No speakers appeared.</i></p> <p>2A. CONFERENCE WITH LABOR NEGOTIATOR Negotiator: Joseph N. Quarles, Ph.D. Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials Government Code Section 54957.6</p>

	ITEM																								
	<div>2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957</div> <div>2C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(b)</div> <div>2D. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION Government Code Section 54956.9(b) (4 potential cases)</div> <div>2E. CONFERENCE WITH LABOR NEGOTIATOR Unrepresented Employees: Vice Presidents Government Code sections 54957 and 54957.6</div>																								
Closed Session	<div>3. ADJOURN TO CLOSED SESSION (Nader) 6:21 p.m., Building 100, Conference Room A</div>																								
Reconvene in Open Session	<div>4. RECONVENE IN OPEN SESSION (Nader) 7:08 p.m., Room 214</div> <div>Present: Nader, Hernandez, Roesch, Valladolid, Peraza, Duran (Student Board Member)</div>																								
Pledge of Allegiance	<div>5. PLEDGE OF ALLEGIANCE (Nader)</div>																								
Closed Session Announcement	<div>6. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (If applicable) (Nader) <i>President Nader announced there was no reportable action and the Board would continue closed session following the open session.</i></div>																								
Action (Carried)	<div>7. APPROVAL OF MINUTES (ENCLOSURE) (Whittaker)</div> <table><tr><td></td><td>Peraza</td><td>S</td><td>Hernandez</td><td></td><td>Nader</td><td></td><td>Roesch</td><td>M</td><td>Valladolid</td><td></td><td>Duran-Student Advisory Vote</td></tr><tr><td></td><td>Abstain</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td></tr></table>		Peraza	S	Hernandez		Nader		Roesch	M	Valladolid		Duran-Student Advisory Vote		Abstain		Aye		Aye		Aye		Aye		Aye
	Peraza	S	Hernandez		Nader		Roesch	M	Valladolid		Duran-Student Advisory Vote														
	Abstain		Aye		Aye		Aye		Aye		Aye														
Oral Communication	<div>8. ORAL COMMUNICATION (Nader)</div> <div>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.</div> <div>An oral presentation to the Board does <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."</div> <div>No speakers.</div> <div>President Nader welcomed newly appointed Board Member Humberto Peraza.</div>																								

	ITEM
Recusal from Agenda Items	<p>9. ANNOUNCEMENT OF RECUSAL FROM AGENDA ITEMS (Whittaker) The Interim 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.</p> <p><i>Hernandez: 13G, 13H (PO108412)</i> <i>Duran: 18</i></p> <p><i>President Nader announced the following changes to the agenda:</i> <i>Item 14B – Correction to title: Dean, School of Continuing Education, Economic & Workforce Development</i> <i>Item 5E – Withdrawn from agenda</i></p>
Academic Senate Report	<p>10. ACADEMIC SENATE REPORT (Nader) PROFESSOR ANGELINA E. STUART, PRESIDENT, ACADEMIC SENATE</p>
Union/ Association Reports	<p>11. UNION/ASSOCIATION REPORTS (Nader)</p> <p>11A. PROFESSOR ANDREW MACNEILL, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)</p> <p>11B. BRUCE MACNINTCH, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)</p> <p>11C. AARON STARCK, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)</p>
ASO Report	<p>12. ASSOCIATED STUDENT ORGANIZATION (ASO) REPORT (Nader) GUSTAVO PEREZ, ASO VICE PRESIDENT FOR PUBLIC RELATIONS</p>

	ITEM									
Action (Carried)	13. APPROVE CONSENT CALENDAR (ITEMS A THROUGH I)									
	Peraza		Hernandez		Nader	S	Roesch	M	Valladolid	Duran-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye	Aye
	Adoption of the Consent Calendar will be made by one motion and second of the Board and by a unanimous vote.									
	13A. RATIFY/APPROVE TRAVEL ADVANCE REQUESTS									
	(Temple)									
	Recommend ratification/approval of travel advance requests listed below:									
	Employee	Purpose	Date	Cost						
	Davis, Terry	Campus Title IX Coordinator Comprehensive Training, St. Louis, MO	8/1- 8/5/11	\$752.00						
	Murofushi, Gen	Campus Law Enforcement Course, Orange, CA	8/1- 8/4/11	\$744.15						
	Suarez, Ricardo	Campus Law Enforcement Course, Orange, CA	8/1- 8/4/11	\$757.47						
	13B. RATIFY/APPROVE FILING OF APPLICATION(S)									
	(Whittaker/Gilstrap)									
	Ratification/approval of filing of applications to meet deadlines as listed below:									
	City of San Diego, Small Business Enhancement Program, "San Diego Contracting Opportunities Center," in the amount of \$24,000, October 1, 2011 through September 30, 2012.									
	City of San Diego, Small Business Enhancement Program "Small Business Development and International Trade Center," in the amount of \$24,000, October 1, 2011 through September 30, 2012.									
	U.S. Small Business Administration (OSBDC), "CY 2011 SBA-SBDC Supplemental Funding," in the amount of \$200,000, January 1 through December 31, 2011.									
	National Science Foundation, "Project iLASER Celebrating the International Year of Chemistry 2011," in the amount of \$149,194, March 1, 2011 through June 30, 2012.									
	(Meadows/Suarez)									
	Chancellor's Office of the California Community Colleges, "Mathematics, Engineering, Science Achievement (MESA) Program," in the amount of \$50,500, July 1, 2011 to June 30, 2012.									
	National Science Foundation, "Chemistry Collaborations, Workshop & Communities of Scholars," in the amount of \$15,852, June 1, 2011 through May 31, 2012.									
	Carl D. Perkins Career and Technical Education Act Local Application for 2011-2012, Agreement No. 11-C01-063, in the amount of \$1,054,953, July 1, 2011 to June 30, 2012.									
	Chancellor's Office of the California Community Colleges, "International Trade Development," in the amount of \$205,000, July 1, 2011 to June 30, 2012.									
	13C. RATIFY/APPROVE ACCEPTANCE OF FUNDS									
	(Whittaker/Gilstrap)									
	Ratification/approval of acceptance of funds as listed below:									
	Georgia State University, "A cCWCS Workshop in Materials Science and Nanotechnology," subaward in the amount of \$15,852, June 1, 2011 through May 31, 2012. This application was approved by the Governing Board on July 13, 2011.									

ITEM

(Meadows/Suarez)

National Science Foundation, "Chemistry Collaborations, Workshops & Communities of Scholars," in the amount of \$15,852, June 1, 2011 through May 31, 2012. The application was approved by the Governing Board on August 10, 2011.

U. S. Department of Labor (DOL), "California Statewide Biotechnology Clinical Laboratory Consortium Project." Three year grant (4/1/10–2/28/13) in the amount of \$48,576. Funding summary is as follows: year one funding (4/1/10–2/28/11) \$22,599; year two funding (4/1/11–2/29/12) \$23,277; year three funding (4/1/12–2/28/13) \$2,700. The application was approved by the Governing Board on November 18, 2009. Above referenced funding summary amends notice of Governing Board acceptance of first year funding dated October 13, 2010.

U. S. Department of Labor (DOL), "California Statewide Biotechnology Clinical Laboratory Consortium Project," year two funding, in the amount of \$23,277. The application was approved by the Governing Board on November 18, 2009.

Chancellor's Office of the California Community Colleges, "International Trade Development," in the amount of \$205,000, July 1, 2011 to June 30, 2012.

Chancellor's Office of the California Community Colleges, "CalWORKs/TANF," in the revised amount of \$285,643, July 1, 2010 to June 30, 2011.

13D. APPROVE AUGUST 10, 2011 CURRICULUM SUMMARY REPORT (ENCLOSURE)

(Meadows/Suarez)

Recommend approval of August 10, 2011 Curriculum Summary Report.

The August 10, 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 on July 20, 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 2 new programs.

13E. AWARD OF DEGREES

(Suarez)

Award degrees to candidates meeting graduation requirements at the close of spring semester 2011:

Spring 2011	Associate in Art	425
	Associate in Science	182
	Certificate of Achievement	<u>151</u>

Grand Total	758
-------------	-----

13F. RATIFY VOLUNTEER SERVICES (ENCLOSURE)

(Temple)

Recommend ratification of volunteer services effective June 2011 through June 2012.

13G. APPROVE INSTITUTIONAL MEMBERSHIPS FY 2011-2012 (ENCLOSURE)

(Temple)

Recommend approval of institutional memberships for fiscal year 2011-2012.

13G Hernandez
Recused

	ITEM
13H Hernandez Recused (PO108412)	13H. <u>CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)</u> (Temple) General Fund Nos. 108304 - 108428 Manual Requisitioning Sequence General Fund Nos. 202042 - 202500 On-Line Requisitioning Sequence Blanket Fund Nos. None
	13I. <u>PAYMENT OF BILLS – JUNE 1-30, 2011 (ENCLOSURE)</u> (Temple)

14. HUMAN RESOURCES – ACADEMIC (ITEMS A THROUGH D)

(Quarles)

14A. TEMPORARY/ACTING ASSIGNMENT – ACADEMIC ADMINISTRATOR

	Peraza	S	Hernandez		Nader		Roesch	M	Valladolid		Duran-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Recommend ratification and approval of the following temporary assignments, effective as indicated. Temporary assignments shall continue based upon business necessity and are subject to amendments and termination at the discretion of the Superintendent/President.

<u>Employee</u>	<u>Position</u>	<u>Department</u>	<u>Mos/ Svc.</u>	<u>Class/ Range</u>	<u>Monthly Salary</u>	<u>Effective Date</u>
*Ronald Manzoni	Interim Dean, School of Social Sciences & Humanities	School of Social Sciences & Humanities	12	C-8	\$11,651	3/1/11-6/30/11
*Robert Temple	Interim Vice President for Business & Financial Affairs	Business & Financial Affairs	12		\$13,500	3/2/11-6/30/11
*Joseph Quarles, Ed.D.	Interim Vice President for Human Resources	Human Resources	12		\$13,181.50	7/1/11- 12/31/11
**Alberto Redublo	Acting Director of Medical Lab Technician Program (0.30 FTE)	Higher Education Center, National City	12	F-5	\$2,851.20	8/11/11- 8/15/12
**Alicia Triplett	Acting Director of Medical Lab Technician Program (0.40 FTE)	Higher Education Center, National City	12	F-5	\$3,801.00	8/11/11- 8/15/12

*Personnel listed were initially hired under independent contractor agreements. Due to recent changes in the San Diego County Office of Education procedures and guidelines, personnel should be hired as District employees for Interim and/or Acting assignments.

**Temporary administrator assignment while incumbent is out on military leave.

President Nader recessed at 7:37 p.m. to confer with Legal Counsel Leslie DeVaney. The Board reconvened at 7:47 p.m.

President Nader announced that after conferring with Legal Counsel, he was trailing item 14B to follow closed session. It was clarified that the Board would reconvene in open session after closed session.

ITEM

14B. APPROVE LISTED CHANGE(S) IN CONTRACT SERVICE

14B
(Carried)

S	Peraza		Hernandez	M	Nader		Roesch		Valladolid		Duran-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Absent

Recommend approval of listed change(s) in contract service as listed below:

Amended

Employee	Position Months/Service Class/Range Monthly Salary	To	Position Months/Service Range/Step Monthly Salary	Effective Date
Mark Meadows, Ph.D.	Vice President for Academic Affairs 12 months/1.0 FTE Range A, Step 7+Dr. \$12,672.67		Dean, School of Continuing Education & Workforce and Economic Development School of Continuing Education, Economic & Workforce Development 12 months/1.0 FTE Range C, Step 8+Dr. \$11,817.67	8/1/11
Linda Gilstrap	Director of Institutional Research, Grants & Planning 12 months/1.0 FTE Range 39/Step 7 \$10,504 monthly (Classified Administrator Salary Schedule)		Dean, Office of Institutional Effectiveness 12 months/1.0 FTE Range C/Step 7 \$11,310 monthly (Academic Administrator Salary Schedule)	08/11/11
Malia Flood	Learning Disabilities Specialist Class VI/Range A 11 months/1.0 FTE \$9,656 monthly (11-Month Academic Salary Schedule)		Director of Disability Support Services 12 months/1.0 FTE Range F/Step 8 \$10,389 monthly (Academic Administrator Salary Schedule)	08/11/11

14C. ACADEMIC ADMINISTRATOR RE-EMPLOYMENT

14C (Carried)

	Peraza	S	Hernandez		Nader		Roesch	M	Valladolid		Duran-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Recommend ratification and approval of re-employment and salary placement for the 2011- 2012 fiscal year.

Name	Position	Mos/Service	Range/Step	Annual Salary	Contract Duration
Suarez, Angelica	Vice President for Student Affairs	12	A8+Dr.	\$152,072	7/1/11 – 6/30/13

ITEM

Sally Randolph EOPS Technician, Center Operations 08/11/11
Extended Supervisor, Higher
Opportunity Education Center at San
Programs & Services Ysidro
12 months/ 1.0 FTE 12 months/1.0 FTE
Range 20/Step 4 Range 19/Step 1
\$4,060 monthly \$4,923 monthly
(Classified (Classified Administrator
Bargaining Unit Salary Schedule)
Salary Schedule)

Includes 1 evening shift differential salary increment

15B. APPROVE CHANGE(S) IN CONTRACT SERVICE

15B (Carried)

S	Peraza		Hernandez		Nader	M	Roesch		Valladolid		Duran-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

<u>Employee</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Thomas Bugzavich	Communications Associate 12 months/1.0 FTE Range 32*/6 \$5,907.00		Productions Associate 12 months/1.0 FTE Range 32*/6 \$5,907.00	7/1/11

*Includes two ranges for Educational Incentives and one range for longevity.

<u>Employee</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u> <u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Erik Duke	Plumber 12 months/.75 FTE Range 24/2 \$3,107.25		Plumber 12 months/1.0 FTE Range 24/2 \$4,143.00	8/11/11

15C. APPROVE CHANGE IN CLASSIFICATION/POSITION

15C (Carried)

	Peraza		Hernandez		Nader	M	Roesch	S	Valladolid		Duran-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Request approval to change the following vacant position:

<u>Position</u>	<u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>To</u>	<u>Position</u>	<u>Months/Service</u> <u>Range/Step</u> <u>Monthly Salary</u>	<u>Effective</u> <u>Date</u>
Clerical Assistant II Student Activities (vacant)	12 months/ 1.0 FTE Range 10/1 \$2,817.00		Sr. Project Clerk ASO	12 months/ 1.0 FTE Range 13/1 \$3,036.00	8/11/11

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ITEM										
15D (Carried)	<u>Position</u>		<u>Months/Service Range/Step</u>		<u>To</u>	<u>Position</u>		<u>Months/Service Range/Step</u>		<u>Effective Date</u>
	Clerical		12 months/			Clerical		12 months/		8/11/11
	Assistant II		1.0 FTE			Assistant II		.80 FTE		
	School of Language & Literature (vacant)		Range 10/1			School of Language & Literature		Range 10/1		
			\$2,817.00					\$2,253.60		
	15D. <u>CLASSIFIED TRANSACTIONS (ENCLOSURE)</u>									
15E (Withdrawn)	<u>S</u>	<u>Peraza</u>	<u>M</u>	<u>Hernandez</u>		<u>Nader</u>		<u>Roesch</u>		<u>Duran-Student</u>
		<u>Aye</u>		<u>Aye</u>		<u>Aye</u>		<u>Aye</u>		<u>Advisory Vote</u>
	Request approval of classified transactions. Transactions include short-term non-academic and emergency assignments.									
	15E. <u>39-MONTH RE-EMPLOYMENT STATUS</u>									
	Pursuant to Education Code 88192, the following individual is in the 39-month re-employment status effective as indicated.									
15F (Carried)	<u>Name</u>		<u>Position</u>		<u>Department</u>		<u>Effective Date</u>			
	Wanda Maxwell		Transfer Center Specialist		Transfer Center		6/28/11			
	15F. <u>RATIFY RESIGNATIONS/RETIREMENTS</u>									
15F (Carried)	<u>S</u>	<u>Peraza</u>	<u>M</u>	<u>Hernandez</u>		<u>Nader</u>		<u>Roesch</u>		<u>Duran-Student</u>
		<u>Aye</u>		<u>Aye</u>		<u>Aye</u>		<u>Aye</u>		<u>Advisory Vote</u>
	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.									
	<u>Employee</u>		<u>Position</u>		<u>Effective Date</u>					
	Alexana Garcia (resignation)		Human Resources Assistant Human Resources		7/31/11					
	Ayan Yusuf (resignation)		Library Multimedia Services Assistant Library		8/1/11					
	Jamie Lin (resignation)		Library Assistant Library		8/31/11					

Action	ITEM																								
16A (Carried)	16. APPROVAL OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH B)																								
	16A. <u>BUSINESS AND FINANCIAL AFFAIRS</u> (Temple)																								
	<table><tr><td></td><td>Peraza</td><td>S</td><td>Hernandez</td><td></td><td>Nader</td><td></td><td>Roesch</td><td>M</td><td>Valladolid</td><td></td><td>Duran-Student Advisory Vote</td></tr><tr><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td></tr></table>		Peraza	S	Hernandez		Nader		Roesch	M	Valladolid		Duran-Student Advisory Vote		Aye		Aye		Aye		Aye		Aye		Aye
		Peraza	S	Hernandez		Nader		Roesch	M	Valladolid		Duran-Student Advisory Vote													
		Aye		Aye		Aye		Aye		Aye		Aye													
	<p>Andrew MacNeill, SCEA President, addressed the Board regarding concerns about increase in costs for contracts. The Board had questions and discussion regarding Items 16A4 and 16A5.</p>																								
	16A1. AGREEMENT WITH UNION BANK (ENCLOSURE)																								
	Approve ratification of Agreement No. A3240.11 with Union Bank, for banking services, for the period March 1, 2011 to February 29, 2016, inclusive, in the amount of \$140,000.																								
	16A2. AMENDMENT NO. 2 TO AGREEMENT NO. A2800.09 WITH NTD ARCHITECTURE, INC. (ENCLOSURE)																								
	Approve Amendment No. 2 to Agreement No. A2800.09, with NTD Architecture, Inc., for additional architectural and engineering services, in the amount of \$1,200, for a new contract total, inclusive, in the amount of \$415,726.																								
16A3. AMENDMENT NO. 3 TO AGREEMENT NO. A3169.10 WITH M. ARTHUR GENSLE JR. & ASSOCIATES, INC. (ENCLOSURE)																									
Approve Amendment No. 3 to Agreement No. A3169.10, with M. Arthur Gensler Jr. & Associates, Inc., for additional architectural services, in the amount of \$25,876, for a new contract total, inclusive, in the amount of \$2,156,676.																									
16A4. AMENDMENT NO. 1 TO AGREEMENT NO. A2842.09 WITH SEVILLE CONSTRUCTION SERVICES, INC. (ENCLOSURE)																									
Approve Amendment No. 1 to Agreement No. A2842.09, with Seville Construction Services, Inc., for additional program and construction management services related to Proposition AA, in an amount not to exceed \$775,239, for a new contract total, inclusive, in an amount not to exceed \$3,500,239.																									
16A5. AMENDMENT NO. 2 TO AGREEMENT NO. A2842.09 WITH SEVILLE CONSTRUCTION SERVICES, INC. (ENCLOSURE)																									
Approve Amendment No. 2 to Agreement No. A2842.09, with Seville Construction Services, Inc. for community outreach services to date, in an amount not to exceed \$97,247, for a new contract total, inclusive, in an amount not to exceed \$3,597,486.																									
	Peraza requested changed orders/amendments for Prop R.																								
16B (Carried)	16B. <u>HUMAN RESOURCES</u> (Quarles)																								
	<table><tr><td>S</td><td>Peraza</td><td>M</td><td>Hernandez</td><td></td><td>Nader</td><td></td><td>Roesch</td><td></td><td>Valladolid</td><td></td><td>Duran-Student Advisory Vote</td></tr><tr><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td></tr></table>	S	Peraza	M	Hernandez		Nader		Roesch		Valladolid		Duran-Student Advisory Vote		Aye		Aye		Aye		Aye		Aye		Aye
	S	Peraza	M	Hernandez		Nader		Roesch		Valladolid		Duran-Student Advisory Vote													
		Aye		Aye		Aye		Aye		Aye		Aye													
	16B1. AGREEMENT WITH GERALDINE JAFFE, ATTORNEY AT LAW (ENCLOSURE)																								
	Ratify Agreement No. A3332.11 with Geraldine Jaffee, Attorney at Law, for consultation services to conduct employment-related investigations, for the period August 1, to December 31, 2011, inclusive, in the amount of \$250 per hour, not to exceed \$6,000.																								

Page 13 of 18

Action	ITEM																																																																		
17A (Carried)	<p>17. APPROVAL OF AGREEMENTS – INCOME / NO COST TO DISTRICT (ITEMS A THROUGH C)</p> <p>17A. <u>ACADEMIC AFFAIRS</u> (Meadows/Suarez)</p> <table border="1"> <tr> <td>Peraza</td> <td>M</td> <td>Hernandez</td> <td></td> <td>Nader</td> <td></td> <td>Roesch</td> <td>S</td> <td>Valladolid</td> <td></td> <td>Duran-Student Advisory Vote</td> </tr> <tr> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> </tr> </table> <p>17A1. AGREEMENT WITH HEALTH SCIENCES HIGH AND MIDDLE COLLEGE (ENCLOSURE)</p> <p>Approve Agreement No. AR3302.11 with Health Sciences High and Middle College, to provide a nursing assistant course, for the period September 19, 2011 to May 18, 2012, inclusive, in the amount of \$41,938 income to the District.</p> <p>17A2. AGREEMENT WITH HEALTH SCIENCES HIGH AND MIDDLE COLLEGE (ENCLOSURE)</p> <p>Approve Agreement No. AR3303.11 with Health Sciences High and Middle College, to provide an EMT first responder course, for the period August 15 to December 18, 2011, inclusive, in the amount of \$10,236 income to the District.</p> <p>17A3. AGREEMENT WITH KAPLAN, INC. (ENCLOSURE)</p> <p>Approve Agreement No. AR3304.11 with Kaplan, Inc., to initiate an Integrated Testing Agreement to provide nursing students a test review program, for the period August 11, 2011 to August 10, 2013, inclusive, at no cost to the District.</p> <p>17A4. AGREEMENT WITH KAISER PERMANENTE'S BEN HUDNALL MEMORIAL TRUST (ENCLOSURE)</p> <p>Ratify Agreement No. AR3305.11 with Kaiser Permanente's Ben Hudnall Memorial Trust, for providing a vocational nursing program, for the period January 12, 2011 to May 18, 2012, inclusive, in the amount of \$51,156 income to the District.</p> <p>17B. <u>BUSINESS AND FINANCIAL AFFAIRS</u> (Temple)</p> <table border="1"> <tr> <td>Peraza</td> <td>S</td> <td>Hernandez</td> <td></td> <td>Nader</td> <td>M</td> <td>Roesch</td> <td></td> <td>Valladolid</td> <td></td> <td>Duran-Student Advisory Vote</td> </tr> <tr> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> </tr> </table> <p>17B1. AGREEMENT WITH SAN DIEGO COMMUNITY COLLEGE DISTRICT (ENCLOSURE)</p> <p>Ratify Agreement No. AR3323.11 with San Diego Community College District, for Small Business Outreach Services the Fiscal Year 2012, for the period July 1, 2011 to June 30, 2012, inclusive, in the amount of \$59,994 income to the District.</p> <p>17C. <u>STUDENT AFFAIRS</u> (Suarez)</p> <table border="1"> <tr> <td>Peraza</td> <td>M</td> <td>Hernandez</td> <td></td> <td>Nader</td> <td></td> <td>Roesch</td> <td>S</td> <td>Valladolid</td> <td></td> <td>Duran-Student Advisory Vote</td> </tr> <tr> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> <td></td> <td>Aye</td> </tr> </table> <p>17C1. MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES (ENCLOSURE)</p> <p>Approve Memorandum of Understanding No. M3308.11 with South Bay Community Services, for California's CalFRESH Program (formerly known as Food Stamps), for the period August 11, 2011 to August 30, 2012, inclusive, at no cost to the District.</p>	Peraza	M	Hernandez		Nader		Roesch	S	Valladolid		Duran-Student Advisory Vote	Aye		Aye		Aye		Aye		Aye		Aye	Peraza	S	Hernandez		Nader	M	Roesch		Valladolid		Duran-Student Advisory Vote	Aye		Aye		Aye		Aye		Aye		Aye	Peraza	M	Hernandez		Nader		Roesch	S	Valladolid		Duran-Student Advisory Vote	Aye		Aye		Aye		Aye		Aye		Aye
Peraza	M	Hernandez		Nader		Roesch	S	Valladolid		Duran-Student Advisory Vote																																																									
Aye		Aye		Aye		Aye		Aye		Aye																																																									
Peraza	S	Hernandez		Nader	M	Roesch		Valladolid		Duran-Student Advisory Vote																																																									
Aye		Aye		Aye		Aye		Aye		Aye																																																									
Peraza	M	Hernandez		Nader		Roesch	S	Valladolid		Duran-Student Advisory Vote																																																									
Aye		Aye		Aye		Aye		Aye		Aye																																																									
17B (Carried)																																																																			
17C (Carried)																																																																			

ITEM

17C. STUDENT AFFAIRS (Continued)
(Suarez)

17C2. SERVICE LEARNING PROGRAM AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION – EVERYONE A READER/EVERY 1 COUNTS PROGRAMS (ENCLOSURE)

Approve Agreement No. A3309.11 with San Diego County Office of Education – Everyone A Reader/Everyone 1 Counts Programs, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C3. SERVICE LEARNING PROGRAM AGREEMENT WITH MEALS-ON-WHEELS GREATER SAN DIEGO, INC.—SOUTH COUNTY SERVICE CENTER (ENCLOSURE)

Approve Agreement No. A3310.11 with Meals-on-Wheels Greater San Diego, Inc.—South County Service Center, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C4. SERVICE LEARNING PROGRAM AGREEMENT WITH PAZZAZ, INC. (ENCLOSURE)

Approve Agreement No. A3311.11 with Pazzaz, Inc., for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C5. SERVICE LEARNING PROGRAM AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT (ENCLOSURE)

Approve Agreement No. A3312.11.11 with San Ysidro School District, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C6. SERVICE LEARNING PROGRAM AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT (ENCLOSURE)

Approve Agreement No. A3313.11 with Sweetwater Union High School District, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C7. SERVICE LEARNING PROGRAM AGREEMENT WITH SOUTH BAY UNION SCHOOL DISTRICT (ENCLOSURE)

Approve Agreement No. A3314.11 with South Bay Union School District, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C8. SERVICE LEARNING PROGRAM AGREEMENT WITH SAY SAN DIEGO (ENCLOSURE)

Approve Agreement No. A3315.11 with SAY San Diego, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

ITEM

17C. STUDENT AFFAIRS (Continued)
(Suarez)

17C9. SERVICE LEARNING PROGRAM AGREEMENT WITH SAN DIEGO AUDUBON SOCIETY (ENCLOSURE)

Approve Agreement No. A3316.11 with San Diego Audubon Society, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C10. SERVICE LEARNING PROGRAM AGREEMENT WITH BONITA LEARNING ACADEMY (ENCLOSURE)

Approve Agreement No. A3317.11 with Bonita Learning Academy, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C11. SERVICE LEARNING PROGRAM AGREEMENT WITH CITY OF CHULA VISTA (ENCLOSURE)

Approve Agreement No. A3318.11 with City of Chula Vista, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C12. SERVICE LEARNING PROGRAM AGREEMENT WITH PARADISE CREEK EDUCATIONAL PARK INC. (ENCLOSURE)

Approve Agreement No. A3319.11 with Paradise Creek Educational Park Inc. (PCEPI), for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C13. SERVICE LEARNING PROGRAM AGREEMENT WITH SAN DIEGO COUNTY REGISTRAR OF VOTERS (ENCLOSURE)

Approve Agreement No. A3320.11 with San Diego County Registrar of Voters, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C14. SERVICE LEARNING PROGRAM AGREEMENT WITH CHULA VISTA ELEMENTARY SCHOOL DISTRICT (ENCLOSURE)

Approve Agreement No. A3321.11 with Chula Vista Elementary School District, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District.

17C15. SERVICE LEARNING PROGRAM AGREEMENT WITH GEORGE G. GLENNER ALZHEIMER'S FAMILY CENTERS, INC.—GUARDIAN ANGEL PROGRAM OF SAN DIEGO COUNTY (ENCLOSURE)

Approve Agreement No. A3322.11 with George G. Glenner Alzheimer's Family Centers, Inc.—Guardian Angel Program of San Diego County, for the Service Learning Program, for the period August 11, 2011 to June 30, 2014, inclusive, at no cost to the District

	ITEM										
Action (Carried)	18. CONSIDERATION OF STUDENT TRUSTEE PRIVILEGES (ENCLOSURE) (Whittaker)										
	S	Peraza		Hernandez		Nader		Roesch	M	Valladolid	Duran-Student Advisory Vote
		Aye		Aye		Aye		Aye		Aye	Abstain
	In accordance with Policy No. 2015 – Student Trustee, the Governing Board shall consider whether to afford the Student Trustee of any of the following privileges: <ul style="list-style-type: none">• The privilege to make and second motions• The privilege to receive compensation for meeting attendance at the level received by other members of the Governing Board• The privilege to serve a term commencing June 1										
Action	19. ADOPT RESOLUTION(S) (ITEMS A THROUGH C)										
	Recommend adoption of the resolutions listed below:										
	19A. RESOLUTION DESIGNATING DIRECTOR OF FACILITIES, OPERATIONS AND PLANNING TO ENTER INTO PLANNING, DESIGN, SERVICES, AND CONSTRUCTION CONTRACTS (ENCLOSURE) (Temple)										
19A (Carried)	S	Peraza		Hernandez		Nader		Roesch	M	Valladolid	Duran-Student Advisory Vote
		Aye		Aye		Aye		Aye		Aye	Aye
	Recommend Adoption of Resolution No. 1743 Designating the Director of Facilities, Operations, and Planning to enter into Planning, Architecture, Engineering, Surveying, Testing, Inspection, Construction Management and Construction contracts pursuant to Education Code 81655, no cost to the District.										
	19B. RESOLUTION AUTHORIZING THE PURCHASE OF APPLE COMPUTER EQUIPMENT (ENCLOSURE) (Temple)										
19B (Carried)		Peraza	S	Hernandez		Nader	M	Roesch		Valladolid	Duran-Student Advisory Vote
		Aye		Aye		Aye		Aye		Aye	Aye
	Recommend adoption of Resolution No.1742 authorizing the purchase of Apple Computer equipment, utilizing Glendale Unified School District contract effective November 5, 2008 to November 5, 2013, inclusive, Bid November P-13 08/09.										
	19C. RESOLUTION TO COMPENSATE STUDENT BOARD MEMBER DURAN (ENCLOSURE) (Whittaker)										
19C (Carried)	S	Peraza		Hernandez		Nader		Roesch	M	Valladolid	Duran-Student Advisory Vote
		Aye		Aye		Aye		Aye		Aye	Abstain
	Recommend adoption of Resolution No. 1741 to compensate Student Board Member Duran in accordance with Policy No. 2725.										

	ITEM		
Information	20. NON-ACTION ITEMS (ITEMS 20A1 THROUGH 20A4)		
	20A. INFORMATION ITEMS		
	(Temple)	20A1. CCFS-311Q Report for Period Ending June 30, 2011 (ENCLOSURE)	
	(Temple)	20A2. Proposition R – Monthly Executive Update (ENCLOSURE)	
	(Whittaker/Gilstrap)	20A3. The Coeta and Donald Barker Foundation, "METI Manikin Update," in the amount of \$31,200, October 1, 2011 through March 1, 2012	
	(Whittaker/Gilstrap)	20A4. The Coeta and Donald Barker Foundation, "Student Funding Request," in the amount of \$25,000, October 1, 2011 through May 30, 2013	
		Hernandez requested a report on Projected FTES for the next meeting.	
Administrative Reports	21. ADMINISTRATIVE REPORTS		
	(Nader)	21A. ANGELICA SUAREZ, Ph.D., ACTING VICE PRESIDENT FOR ACADEMIC AFFAIRS	
		21B. ROBERT J. TEMPLE, CONSULTANT, VICE PRESIDENT FOR BUSINESS AND FINANCIAL AFFAIRS	
		21C. JOSEPH N. QUARLES, Ed.D., INTERIM VICE PRESIDENT FOR HUMAN RESOURCES	
		21D. ANGELICA SUAREZ, Ph.D., VICE PRESIDENT FOR STUDENT AFFAIRS	
Superintendent/President's Report	22. SUPERINTENDENT/PRESIDENT'S REPORT		
	(Whittaker)	DENISE WHITTAKER, INTERIM SUPERINTENDENT/PRESIDENT	
		22A. FOLLOW-UP LOG (ENCLOSURE)	
		22B. GOVERNING BOARD MEETING SCHEDULE (ENCLOSURE)	
Board Requests for Information	23. GOVERNING BOARD REQUESTS FOR INFORMATION		
	(Nader)		
		<u>Information Requested</u>	<u>Board Member</u>
		None	<u>Requested Date</u>
Governing Board Reports	24. GOVERNING BOARD REPORTS		
	(Nader)		
		24A. STUDENT BOARD MEMBER CLAUDIA DURAN	
		24B. BOARD MEMBER HUMBERTO PERAZA, JR.	
		24C. BOARD MEMBER TERRI VALLADOLID	
		24D. BOARD MEMBER JEAN ROESCH, Ed.D.	
		24E. BOARD VICE PRESIDENT NORMA L. HERNANDEZ	
		24F. BOARD PRESIDENT TIM NADER	

	ITEM
Closed Session	<p>25. CLOSED SESSION / REPORT OF ACTION(S) (If Applicable) (Nader)</p> <p><i>President Nader announced that he was advised by Counsel, since the earlier announcement, to go into Closed Session on Item 14B. The Board needs a four fifths vote of this Board finding that facts have come to our attention later than the 72-hour notice that would normally be required for a Closed Session. He indicated that he would represent to his colleagues that potential facts were brought to his attention only this evening that he believed should at least be brought to the Board's attention and that they should confer with Counsel. Nader indicated that they are of such a nature that it would be entirely inappropriate to discuss in public session, and the Board should discuss them under both the personnel and potential litigation exceptions in the Brown Act. Nader moved that the Board go into Closed Session on that basis on Item 14B, seconded by Peraza and unanimously carried. Nader announced that the Board would reconvene in public session once they had completed closed session.</i></p> <p><i>The Board adjourned to closed session at 9:07 pm.</i></p> <p><i>The Board reconvened at 9:48 pm. President Nader announced that the Board did not take any reportable action in closed session. He further announced that the Board was going back to finish the closed session agenda.</i></p> <p><i>Nader motioned to approve staff recommendations on Item 14B, seconded by Peraza and unanimously carried with Student Board Member Duran absent.</i></p> <p><i>The Board adjourned to closed session at 9:49 p.m. and reconvened at 11:15 p.m. There was no reportable action.</i></p>
Adjournment	<p>26. ADJOURNMENT 11:15 p.m.</p>
Information	<p>27. NEXT REGULAR MEETING</p> <p>Wednesday, September 14, 2011 Southwestern College 900 Otay Lakes Road Room 214 Chula Vista, CA 91910</p>
	<p>DENISE WHITTAKER SECRETARY TO THE GOVERNING BOARD (INTERIM)</p> <p>TIM NADER GOVERNING BOARD PRESIDENT</p>



MINUTES

SPECIAL MEETING OF THE GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

TIM NADER, GOVERNING BOARD PRESIDENT
NORMA L. HERNANDEZ, GOVERNING BOARD VICE PRESIDENT
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: Monday, August 8, 2011
TIME: 6:30 p.m.
LOCATION: Southwestern College
Learning Resource Center (LRC), Bldg. 620
Room L238 North & South
Otay Lakes Road
Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

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

	ITEM
<i>Call to Order</i>	1. CALL TO ORDER (Nader) 6:36 p.m., LRC, L238 North & South 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: Nader, Hernandez, Roesch, Valladolid, Duran (Student Board Member)
<i>Pledge of Allegiance</i>	2. PLEDGE OF ALLEGIANCE (Nader)
<i>Oral Communication</i>	3. ORAL COMMUNICATION (Nader) 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 54941.54.3) 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 <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."
<i>Recusal from Agenda Items</i>	4. 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. <i>None.</i>

	ITEM
Interviews	<p>5. GOVERNING BOARD APPOINTMENT - CANDIDATE INTERVIEWS (ENCLOSURE) (Nader)</p> <p>The Board will conduct Candidate Interviews (Part 1 of 2) to consider for appointment of Governing Board Member (Seat 3). As determined by lot, the Board will interview six (6) candidates.</p> <p>The Board will continue with Candidate Interviews (Part 2) at its Special Board meeting on August 9, 2011.</p> <p><i>Board President Nader gave an overview of the process for interviews. In fairness to all candidates, he requested that candidates leave the room until their interview and indicated that they were welcome to sit in the audience after their interviews were completed.</i></p> <ul style="list-style-type: none">• <i>Candidates were allotted 30 seconds to begin with opening statements.</i>• <i>Interim Superintendent/President Whittaker presented four core questions from the Board (candidates were allotted one minute to respond).</i>• <i>Board Members and constituent representatives asked questions, in rotational order.</i>• <i>Board Members were allotted three minutes to ask their individual questions.</i>• <i>Representatives from constituent groups were allotted three minutes to ask questions. (Representatives: Academic Senate, Angelina Stuart; CSEA, Debra Peckenpaugh; Confidentials, Veronica Burton; SCCDAA, Aaron Starck; SCEA, Andrew MacNeill)</i> <p><i>Candidates were interviewed in the following order:</i></p> <ol style="list-style-type: none">1. <i>Linda Blair Forth</i>2. <i>Hector Rivera</i>3. <i>Christopher L. Shilling</i> <p><i>The Board recessed at 8:05 pm and reconvened at 8:17 p.m.</i></p> <ol style="list-style-type: none">4. <i>Manuel H. Paul</i>5. <i>Eloy G. Villa</i>6. <i>Ronald Saenz</i> <p><i>President Nader concluded by thanking candidates for participating and indicated that he hoped to see them again no matter the outcome.</i></p>
Adjournment	<p>6. ADJOURNMENT 9:45 pm (Nader)</p> <hr/> <p>Denise Whittaker Governing Board Secretary (Interim)</p> <hr/> <p>Tim Nader Governing Board President</p>



MINUTES

SPECIAL MEETING OF THE GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

TIM NADER, GOVERNING BOARD PRESIDENT
NORMA L. HERNANDEZ, GOVERNING BOARD VICE PRESIDENT
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: Tuesday, August 9, 2011
TIME: 6:30 p.m.
LOCATION: Southwestern College
Learning Resource Center (LRC), Bldg. 620
Room L238 North & South
Otay Lakes Road
Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

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

	ITEM
<i>Call to Order</i>	1. CALL TO ORDER (Nader) 6:34 p.m., LRC, L238 North & South 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: Nader, Hernandez, Roesch, Valladolid, Duran (Student Board Member)
<i>Pledge of Allegiance</i>	2. PLEDGE OF ALLEGIANCE (Nader)
<i>Oral Communication</i>	3. ORAL COMMUNICATION (Nader) 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 54941.54.3) 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 <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3." <i>No speakers.</i>
<i>Recusal from Agenda Items</i>	4. 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. <i>None.</i>

	ITEM																								
Interviews	<p>5. GOVERNING BOARD APPOINTMENT - CANDIDATE INTERVIEWS (ENCLOSURE) (Nader)</p> <p>The Board will conduct Candidate Interviews (Part 2 of 2) to consider for appointment of Governing Board Member (Seat 3). As determined by lot, the Board will interview six (6) candidates.</p> <p><i>The Board continued with candidate interviews (Part 2); candidate interviews (Part 1) were conducted on August 8, 2011.</i></p> <ul style="list-style-type: none">• <i>Candidates were allotted 30 seconds to begin with opening statements.</i>• <i>Interim Superintendent/President Whittaker presented four core questions from the Board (candidates were allotted one minute to respond).</i>• <i>Board Members and constituent representatives asked questions, in rotational order.</i>• <i>Board Members were allotted three minutes to ask their individual questions.</i>• <i>Representatives from constituent groups were allotted three minutes to ask questions. (Representatives: Academic Senate, Angelina Stuart; CSEA, Debra Peckenpaugh; Confidentials, Veronica Burton; SCCDAA, Silvia Cornejo-Darcy; SCEA, Andrew MacNeill)</i>• <i>Board Members and constituent representatives asked the same questions asked during candidate interviews on August 8.</i> <p><i>Candidates were interviewed in the following order:</i></p> <ol style="list-style-type: none">1. <i>Mitch Thompson</i>2. <i>Manuel Lopez</i>3. <i>Margie Reese</i> <p><i>The Board recessed at 8:17 p.m. and reconvened at 8:35 p.m.</i></p> <ol style="list-style-type: none">4. <i>Humberto Peraza</i>5. <i>Nora Vargas</i>6. <i>Nick Serrano</i> <p><i>The Board recessed at 9:56 pm to provide an opportunity for constituent groups to deliberate. The Board reconvened at 10:11 p.m.</i></p>																								
Action (Carried)	<p>6. APPOINTMENT OF GOVERNING BOARD MEMBER (SEAT 3) (ENCLOSURE) (Nader)</p> <table><tr><td>Hernandez</td><td>S</td><td>Nader</td><td></td><td>Roesch</td><td>M</td><td>Valladolid</td><td>Duran (Student Advisory Vote)</td></tr><tr><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td>Aye</td></tr></table> <p>The Board will discuss candidates and may appoint Governing Board Member (Seat 3).</p> <p><i>Constituent representatives provided their top three candidates for the Board's consideration:</i></p> <table><tr><td><i>Andrew MacNeill, SCEA</i></td><td><i>Humberto Peraza, Mitch Thompson, Nora Vargas</i></td></tr><tr><td><i>Angelina Stuart, Academic Senate</i></td><td><i>Humberto Peraza, Mitch Thompson, Nora Vargas</i></td></tr><tr><td><i>Silvia Cornejo-Darcy, SCCDAA</i></td><td><i>Christopher Shilling, Humberto Peraza, Nora Vargas</i></td></tr><tr><td><i>Debra Peckenpaugh, CSEA</i></td><td><i>Nora Vargas, Humberto Peraza, Manuel Lopez</i></td></tr></table> <p><i>Veronica Burton, represented the Confidentials during the interviews and indicated that the Confidentials did not give direction on their recommendations.</i></p>	Hernandez	S	Nader		Roesch	M	Valladolid	Duran (Student Advisory Vote)	Aye		Aye		Aye		Aye	Aye	<i>Andrew MacNeill, SCEA</i>	<i>Humberto Peraza, Mitch Thompson, Nora Vargas</i>	<i>Angelina Stuart, Academic Senate</i>	<i>Humberto Peraza, Mitch Thompson, Nora Vargas</i>	<i>Silvia Cornejo-Darcy, SCCDAA</i>	<i>Christopher Shilling, Humberto Peraza, Nora Vargas</i>	<i>Debra Peckenpaugh, CSEA</i>	<i>Nora Vargas, Humberto Peraza, Manuel Lopez</i>
Hernandez	S	Nader		Roesch	M	Valladolid	Duran (Student Advisory Vote)																		
Aye		Aye		Aye		Aye	Aye																		
<i>Andrew MacNeill, SCEA</i>	<i>Humberto Peraza, Mitch Thompson, Nora Vargas</i>																								
<i>Angelina Stuart, Academic Senate</i>	<i>Humberto Peraza, Mitch Thompson, Nora Vargas</i>																								
<i>Silvia Cornejo-Darcy, SCCDAA</i>	<i>Christopher Shilling, Humberto Peraza, Nora Vargas</i>																								
<i>Debra Peckenpaugh, CSEA</i>	<i>Nora Vargas, Humberto Peraza, Manuel Lopez</i>																								

ITEM

Board members, using a tally sheet, submitted their top three candidates. The Board's top three candidates were compiled onto a tally sheet which was displayed on a projection screen for the public's view.

Tim Nader	Humberto Peraza, Hector Rivera, Mitch Thompson
Norma L Hernandez	Humberto Peraza, Mitch Thompson, Eloy Villa
Jean Roesch, Ed.D.	Humberto Peraza, Nick Serrano, Christopher Shilling
Terri Valladolid	Manuel Lopez, Humberto Peraza, Nora Vargas
Claudia Duran, Student Advisory Vote	Humberto Peraza, Margie Reese, Eloy Villa

President Nader announced that the final tally resulted in one candidate receiving votes from all four board members, with no other candidates receiving more than two votes. Candidate Humberto Peraza received the most votes with all Board Members, including the Student Board Member, ranking him in the top three.

Valladolid moved pursuant to Education Code Sections 5091 through 5095 that the Governing Board of the Southwestern Community College District provisionally appoint Humberto Peraza to serve as trustee until the next regularly scheduled elections for District Governing Board members.

Board members expressed their appreciation to the many qualified applicants who participated and encouraged those who were not selected to stay involved with Southwestern College. Board members noted how impressed they were with the former student board members who participated.

	Hernandez	S	Nader		Roesch	M	Valladolid		Duran (Student Advisory Vote)
	Aye		Aye		Aye		Aye		Aye

Nader moved that the Interim Superintendent/President be directed to timely post any and all required notices as set forth in Education Code Section 5092 and as set forth in Education Code Section 5091(d), that all powers and duties for governing board member be immediately conferred upon Humberto Peraza immediately following his appointment, seconded by Roesch, and unanimously carried.

**Board Member
Oath of Office**

7. SWEARING IN OF APPOINTED BOARD MEMBER (SEAT 3)
(Nader)

The Board President will administer the Oath of Office for the Governing Board Member appointed.

Board President administered the oath of office for Board appointed Board Member Humberto Peraza.

Peraza thanked the Governing Board for supporting him.

Adjournment

8. ADJOURNMENT 10:34 p.m.
(Nader)

Denise Whittaker
Governing Board Secretary (Interim)

Tim Nader
Governing Board President



MINUTES

SPECIAL MEETING OF THE GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

TIM NADER, GOVERNING BOARD PRESIDENT
NORMA L. HERNANDEZ, GOVERNING BOARD VICE PRESIDENT
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
HUMBERTO PERAZA, JR., 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, August 24, 2011
TIME: 6:30 p.m.
LOCATION: Southwestern College
Learning Resource Center (LRC), L238
900 Otay Lakes Road
Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

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

	ITEM
Call to Order	<p>1. CALL TO ORDER (Nader)</p> <p>6:37 p.m., LRC, L238 North & South</p> <p>Attendance at this special meeting (Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive).</p> <p>Present: Nader, Hernandez, Peraza, Roesch, Valladolid, Duran (Student Member) Absent:</p>
Pledge of Allegiance	<p>2. PLEDGE OF ALLEGIANCE (Nader)</p>
Oral Communication	<p>3. ORAL COMMUNICATION (Nader)</p> <p>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 54941.54.3) 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.</p> <p>An oral presentation to the Board does <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."</p> <p><i>No speakers.</i></p>

	ITEM
Public Hearing	<p>4. PUBLIC HEARING FOR PROPOSED 2011-2012 DISTRICT BUDGET (Whittaker) Per Education Code Section 58301, the Governing Board of each district shall hold a Public Hearing on the proposed budget for the ensuing year.</p> <p><i>Angie Stuart commended Budget Committee Co-chairs Robert Temple and Andrew MacNeill for their hard work.</i></p>
Presentation	<p>5. BOARD WORKSHOP FOR 2011-2012 PROPOSED ADOPTED BUDGET (Temple) Robert Temple, Interim Vice President for Business & Financial Affairs, will present a PowerPoint presentation and conduct a Board Workshop on the 2011-2012 Budget.</p> <p><i>Items 5 and 6 were combined for discussion purposes.</i></p> <p><i>Vice President Suarez gave an Enrollment Snapshot Fall 2011 Semester PowerPoint presentation:</i></p> <ul style="list-style-type: none"><i>Enrollments are up even though class offerings have been reduced due to the State budget.</i><i>Efficiency rate is 90%.</i><i>Enrollment headcount for the Higher Education Center, National City and the Crown Cove Aquatic Center will be separated out for future reports and presentations.</i> <p><i>Interim Vice President Temple and Director of Finance, Wayne Yanda provided a PowerPoint presentation on the proposed 2011-2012 adopted budget (see attached).</i></p> <ul style="list-style-type: none"><i>More details on institutional technology priorities will be provided to the Board before the next meeting.</i><i>Interim Vice President Temple will work with Interim Superintendent/President Whittaker to provide a budget expenditure update as part of the Superintendent/President's Report at each regular Board meeting.</i><i>Superintendent/President's contingency account will be allotted \$200,000. Transfers from this fund will be provided as justified to the Budget committee and regularly reported to the Board as used.</i><i>Managers understood that there will be an institutional goal to under spend by no less than \$2 million.</i>
Information and Discussion	<p>6. 2011-2012 PROPOSED ADOPTED BUDGET (ENCLOSURE) (Temple) The Board will review, discuss and provide input on the draft final budget for 2011-2012.</p>
Adjournment	<p>7. ADJOURNMENT 9:27 p.m. (Nader)</p>
	<hr/> <p>Denise Whittaker Governing Board Secretary (Interim)</p>
	<hr/> <p>Tim Nader Governing Board President</p>



**Proposed FY2011-12
Adopted Budget**

1

BUDGET COMMITTEE MEMBERS
Co-chairs



Robert Temple

Interim Vice-President, BFA

Andrew MacNeill

Professor and SCEA President



2

BUDGET COMMITTEE MEMBERS

Academic & Admin. Voting Members



Randy Beach
Academic Senate

Aaron Starck
Administrator



Terry Davis
Administrator

Angie Stuart
Academic Senate



Phil Lopez
Faculty

Angelica Suarez
Vice President Student Affairs



3

BUDGET COMMITTEE MEMBERS

Classified Voting Members



Kim Rader
Confidential

Linda Hernandez
Classified Staff



Bruce MacNintch
Classified Staff and CSEA Pres.

Claudia Duran
Student / ASO President

Angela Ramirez
Student

Non - Voting Members

• **Denise Whittaker**
President

• **Joseph Quarles**
Vice President, HR

• **Wayne Yanda**
Director of Finance

4

COMMITTEE VALUES

- **Preserve jobs**
(Employment Integrity)



- **Preserve Classes**
(Instructional Integrity)

- **Preserve Support Services**
(Student & Instructor service integrity)

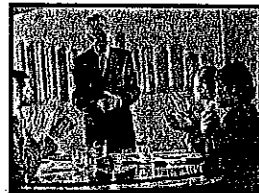


- **Preserve Safety**
(Security Integrity)

5

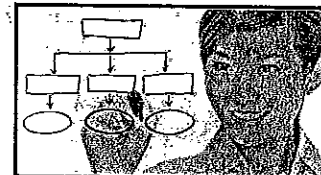
COMMITTEE PURPOSE

- **Develop budget parameters on financial scenarios**



- **Provide budget training to members**

- **Fund priorities as identified by SCC through Program Review**



- **Provide an infrastructure for collegial discussion amongst constituent leaders**

6

STATE SCENARIOS

- State workload reduction is 6.2% with SWC budgeting for 8.0% providing stability in the event of mid-year cuts.



- Tier 1 Trigger if revenue is less than anticipated results in additional cut of \$426,000.



- Tier 2 Trigger of an additional \$1 million in cuts.

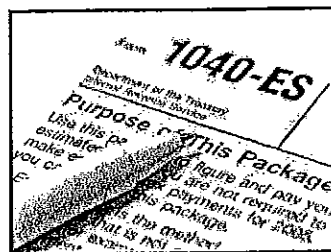
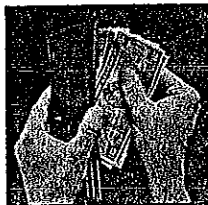
7

THESE BUDGET FACTS INCLUDE



- A State apportionment decrease of \$6.4 million to \$48.3 million.

- State apportionment reduction offset by combined increased property taxes and fees of \$2.5 million.

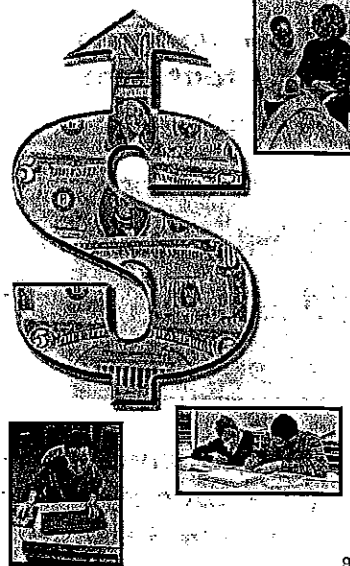


- \$2.3 million in salaries and benefits for vacant positions including a \$200,000 transfer from categorical.

8

THESE BUDGET FACTS INCLUDE

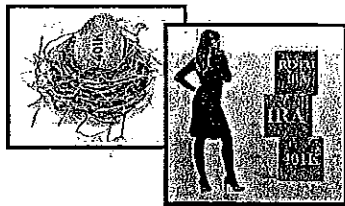
- **\$1 million step and column increase including benefits.**
- **100% faculty PTOL backfill of \$750,000 relating to SERP**
- **Workload reduction of \$1.6 million**
- **SCC priorities of \$250,000**
- **IT priorities of \$250,000**



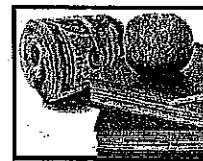
9

THESE BUDGET FACTS INCLUDE

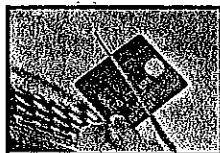
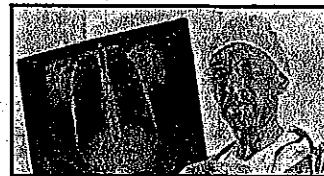
- **Only half of \$720,000 in new faculty salary and benefits.**



- **SERP payment of \$600,000.**



- **Additional employee health insurances of \$465,000.**

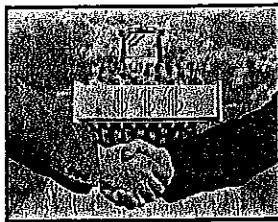


- **District categorical spending of \$1.045 million, a \$27,000 reduction from prior year.**

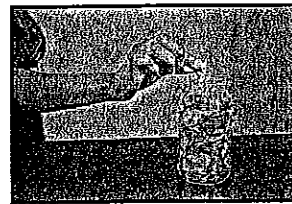
10

THESE BUDGET FACTS INCLUDE

- A pending transfer of \$200,000 from tentative budget categorical savings.



- \$1 million retiree benefits reimbursement from OPEB trust.



- A 9.3% savings over prior year budget in non-personnel items

11

RECONCILE ORIGINAL BUDGET TO TENTATIVE

Revenue	\$75,748,000
Expense	(86,489,535)
Deficit	<u>\$(10,741,535)</u>

Above deficit	\$(10,741,535)
Tentative cuts (see below)	6,680,231
Additional revenue	61,304
Tentative deficit	<u>\$(4,000,000)</u>

Tentative cuts

SERP - all positions	\$3,054,384
Benefits	1,497,841
Vacant positions	1,126,580
Non-personnel	651,426
Part-time faculty over-load	350,000
Tentative cuts	<u>\$6,680,231</u>

12

RECONCILE TENTATIVE TO PROPOSED ADOPTED

<i>Tentative revenue</i>	<i>\$75,809,304</i>
<i>Tentative expense</i>	<i>(79,809,304)</i>
<i>Tentative deficit</i>	<i><u>\$(4,000,000)</u></i>
Above deficit	<u>\$(4,000,000)</u>
<i>Proposed adopted cuts (next slides)</i>	<i>3,603,331</i>
<i>Proposed adopted adds (next slides)</i>	<i>(5,353,331)</i>
<i>Additional revenue (below)</i>	<i>750,000</i>
Proposed adopted budget	<u>\$(5,000,000)</u>
Proposed adopted revenue adds	
<i>Apportionment</i>	<i>\$450,000</i>
<i>Part-time faculty overload</i>	<i>300,000</i>
Additional revenue	<u>\$750,000</u>

13

RECONCILE TENTATIVE TO PROPOSED ADOPTED

(CONTINUED)

Proposed adopted cuts

<i>Payroll</i>	<i>\$ 1,249,761</i>
Other non-payroll	501,701
<i>Part-time faculty overload</i>	<i>500,000</i>
Capital outlay (from Capital Outlay Fund)	479,766
<i>Supplies (from Restricted Lottery)</i>	<i>322,103</i>
Full time faculty - partial year	300,000
<i>Categorical</i>	<i>250,000</i>
Proposed adopted cuts	<u>\$ 3,603,331</u>

14

RECONCILE TENTATIVE TO PROPOSED ADOPTED (CONTINUED)**Proposed adopted adds**

Payroll	\$2,218,083
Benefits (H&W and SERP)	1,402,315
SCC and IT priorities	500,000
Food service subsidy	335,000
Prior year purchase orders	215,000
SIP contingency	200,000
Payroll budget for various backfill	197,000
Center status	185,000
Non-payroll	50,933
Prior year paid material student fees	38,000
EAP	12,000
Proposed adopted adds	\$5,353,331

**BUDGET
SUMMARY**

	Unrestricted Funds	Restricted Funds	Total All General Funds
Total Revenue	\$76,559,304	\$ 8,689,618	\$85,248,922
Total Personnel Expense	68,858,036	6,816,422	75,674,458
Total Other Expense	12,701,268	1,873,196	14,574,464
Total Expenses	\$ 81,559,304	\$ 8,689,618	\$90,248,922
Excess Expense over Revenue	\$ (5,000,000)	\$ -	\$ (5,000,000)

FUND BALANCE ROLL-UP (UNRESTRICTED FUNDS ONLY)					
Description	2008-09 Audited Actual	2009-10 Audited Actual	2010-11 Adopted Budget	2010-11 Unaudited Estimate	2011-12 Proposed Budget
Total Revenue	\$82,079,930	\$80,630,706	\$80,200,286	\$81,675,326	\$76,559,304
Expenses					
Total Personnel Expense	70,252,412	68,897,444	69,506,169	69,938,085	68,858,036
Total Other Expense	9,727,505	11,727,493	13,878,639	9,956,944	12,701,268
Total Expenses	\$79,979,919	\$80,619,937	\$83,384,808	\$79,895,029	\$81,559,304
Excess Revenue	\$2,100,011	\$510,469	\$(3,184,522)	\$1,780,297	\$(5,000,000)
Beginning Fund Balance	\$9,276,242	\$11,376,253	\$11,886,722	\$11,886,722	\$13,667,019
Excess Expense over Revenue	2,100,011	510,469	(3,184,522)	1,780,297	(5,000,000)
Ending Fund Balance	\$11,376,253	\$11,886,722	\$8,702,200	\$13,667,019	\$8,667,019
Governing Board Reserve	\$(5,466,424)	\$(6,555,397)	\$(6,542,525)	\$(6,542,525)	\$(5,709,151)
Remaining Fund balance	\$6,229,829	\$5,288,325	\$2,159,675	\$7,124,494	\$2,957,868
Governing Board Reserve % of Total Expenses	6.4%	7.0%	7.8%	8.2%	7.0%

FY11 ADOPTED AND FY12 PROPOSED						
Expense	2010-2011	2010-2011	2011-2012	2011-2012	Difference	Difference
	\$	%	\$	%	\$	%
Academic Salaries	\$37,050,841	44.4%	\$35,880,752	44.0%	\$ (1,170,089)	-3.3%
Classified Salaries	18,936,507	22.7%	19,248,472	23.6%	311,885	1.6%
Employee Benefits	12,518,741	16.2%	13,728,512	16.8%	210,071	1.5%
Total Personnel Expense	\$68,506,169	63.4%	\$68,858,036	64.4%	\$ (648,133)	-0.9%

Supplies	\$1,912,722	2.5%	\$1,487,927	1.8%	\$ (424,795)	-28.5%
Other Operating Expenses	9,715,292	11.6%	9,172,061	11.2%	(543,231)	-5.9%
Capital Outlay	1,177,036	1.4%			(1,177,036)	
Other Outgo	1,075,589	1.3%	2,041,280	2.5%	965,691	47.3%
Total Other Expense	\$13,878,639	16.6%	\$12,701,268	15.6%	\$ (1,177,371)	-9.3%

Total Unrestricted Expenses	\$83,384,808	100.0%	\$81,559,304	100.0%	\$ (1,825,504)	-2.2%
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UNRESTRICTED REVENUE		2008-09	2009-10	2010-11	2010-11	2011-12
		Audited	Audited	Adopted	Unaudited	Proposed
<i>Description</i>		Actual	Actual	Budget	Estimate	Budget
<i>Total Base</i>		\$74,705,964	\$77,115,465	\$76,259,986	\$76,468,293	\$72,440,000
<i>Total Federal</i>		94,520	189,035	381,925	424,925	360,500
<i>Other State</i>		3,587,177	2,140,511	2,078,741	2,790,424	2,385,000
<i>Other Local</i>		3,691,269	1,385,295	1,479,834	1,991,681	1,373,804
<i>Total Revenue</i>		\$82,079,930	\$80,830,406	\$80,200,286	\$81,675,326	\$76,559,304

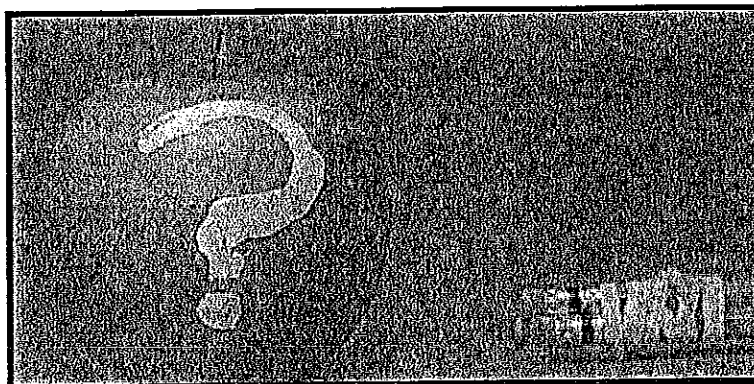
UNRESTRICTED PAYROLL / BENEFITS		2008-09	2009-10	2010-11	2010-11	2011-12
		Audited	Audited	Adopted	Unaudited	Proposed
<i>Description</i>		Actual	Actual	Budget	Estimate	Budget
<i>Academic Salaries</i>		\$38,907,539	\$36,733,927	\$37,050,841	\$38,307,105	\$35,880,752
<i>Non-academic salaries</i>		19,039,049	17,689,475	18,938,587	18,072,322	19,248,472
<i>Benefits</i>		12,307,827	12,472,042	13,518,741	13,558,658	13,728,812
<i>Total Personnel</i>		\$70,254,414	\$66,895,444	\$69,506,169	\$69,938,085	\$68,858,036

UNRESTRICTED EXPENSES (CONTD)	2008-09	2009-10	2010-11	2010-11	2011-12
	Audited	Audited	Adopted	Unaudited	Proposed
	Actual	Actual	Budget	Estimate	Budget
Description					
Supplies	\$1,329,895	\$2,240,253	\$1,912,722	\$1,770,573	\$1,487,927
Operating	7,684,661	7,667,026	9,713,292	7,533,089	9,172,061
Capital Outgo	680,655	2,087,009	1,177,036	936,754	0
Transfers and contingency	20,263	1,330,205	1,075,589	310,526	2,041,280
Total non-payroll expense	\$10,725,505	\$13,424,493	\$13,878,639	\$10,956,944	\$12,701,268
Total Expenses	\$79,979,919	\$80,319,937	\$83,384,808	\$79,895,029	\$81,559,304

RESTRICTED REVENUE		FY2011-12 Budget
Federal Revenue		\$1,936,711
State Revenue		4,458,757
Local Revenue		2,294,150
Total Revenue		\$8,689,618
RESTRICTED EXPENSE		
Academic payroll		\$1,947,165
Non-academic payroll		3,745,473
Benefits		1,123,784
Supplies		388,860
Operating		728,793
Capital Outgo		96,762
Student Payments		658,781
Total Expense		\$8,689,618

PURPOSE - BUDGET CODE	
47XXX	
	Budgeted
IT and SCC priorities	\$500,000
Prior year POs	215,000
S/P contingency	201,165
Food service	335,000
Photo lab	210,000
Reclassification-safety-accreditation	200,000
Ctr status	185,000
Allowance for Bad Debt	100,000
Other	95,115
Total	\$2,041,280

QUESTIONS?





MINUTES

SPECIAL MEETING OF THE GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

TIM NADER, GOVERNING BOARD PRESIDENT
NORMA L. HERNANDEZ, GOVERNING BOARD VICE PRESIDENT
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
HUMBERTO PERAZA, JR., 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: Monday, August 29, 2011
TIME: 6:30 p.m.
LOCATION: Coronado Municipal Golf Course
2000 Visalia Row
Coronado, CA 92118

Compliance with Americans With Disabilities Act

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

	ITEM
<i>Call to Order</i>	1. CALL TO ORDER (Nader) 6:31p.m., Coronado Municipal Golf Course, Conference Room 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: Nader, Hernandez, Roesch, Peraza, Valladolid Absent: Duran (Student Board Member)
<i>Pledge of Allegiance</i>	2. PLEDGE OF ALLEGIANCE (Nader)
<i>Oral Communication</i>	3. ORAL COMMUNICATION (Nader) 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 <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3." <i>No speakers.</i>

	ITEM
Announcement Closed Session Agenda	<p>4. ANNOUNCEMENT OF CLOSED SESSION AGENDA (Nader)</p> <p>Members of the public may be present to hear the closed session announcements and will be given an opportunity to speak on any closed session items at this time. Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table).</p> <p>PUBLIC EMPLOYEE EMPLOYMENT Government Code Section 54957(b) Title: Superintendent/President</p> <p><i>President Nader announced the closed session agenda and announced that he expected closed session would be held for approximately 30 to 45 minutes.</i></p>
Closed Session	<p>5. ADJOURN TO CLOSED SESSION (Nader)</p> <p>Coronado Municipal Golf Course, Conference Room</p>
Reconvene in Open Session	<p>6. RECONVENE IN OPEN SESSION (Nader)</p> <p>7:42 p.m., Coronado Municipal Golf Course, Conference Room</p>
Closed Session Report	<p>7. CLOSED SESSION REPORT OF ACTION(S) (If Applicable) (Nader)</p> <p>Coronado Municipal Golf Course, Conference Room</p> <p><i>There was no report of action.</i></p>
Action	<p>8. SUPERINTENDENT/PRESIDENT SEARCH PROCESS</p> <p>The Board will discuss and determine the process for interviewing candidates for the position of Superintendent/President.</p> <p><i>Hernandez, as Chair of the Search Committee, provided an overview of a proposed schedule. After discussion, there was consensus on the following:</i></p> <p><u>Final Candidate Forums</u> <i>Campus forums will be scheduled for September 12 and 13 (two days were scheduled until the number of candidates is determined). Hernandez reported that a task group of the Search Committee including two student representatives would be involved in the planning of the forum. There was interest in Room 751 as a venue to hold the forums.</i></p> <p><u>Board Interviews</u> <i>The Board confirmed its Special meeting on September 14 at 8 am to interview final candidates. The meeting will be held off site at the Best Western Hotel facilities in National City. It was noted that the Special meeting would be followed by the Board's Regular meeting at 6:15 pm., which requires travel time back to campus. Board Members will submit questions to the search consultant by September 2.</i></p> <p><u>Site Visit</u> <i>Site visits will be conducted the week of September 25 (exact dates to be determined). Hernandez and Roesch (Board representatives on the Search Committee) will participate in site visits.</i></p> <p><u>Appointment</u> <i>The Board felt they have been following the process and schedule and expected to announce the appointment of the Superintendent/President as targeted on October 12. In the event that the Board is not ready at that time, a Special meeting will be called to determine the next step.</i></p>

	ITEM
Adjournment	<u>Contract Negotiations</u> <i>Search Consultant Jim Walker will work with final candidates and advise the Board on expectations for a contract. Nader suggested that the Board could make its final decision subject to successful negotiations of a contract. Past contracts will be available to the Board to serve as a standard/comparison. The Board President will work with the search consultant and legal counsel to finalize the contact.</i>
	9. ADJOURNMENT 8:01 pm (Nader)
	Denise Whittaker Governing Board Secretary (Interim)
	Tim Nader Governing Board President

ITEM #14 E

Southwestern Community College District

Volunteer List

Name	Department	Description	Dates
Allen, Debbie	Purchasing, Contracting, and Central Services	Various duties for Director of Purchasing, Contracting, and Central Services	Aug 2011 – Oct 2011
Jimenez, Rosa	Library	Shelving, sweeps (picking up books) and staging carts	Aug 2011 – Dec 2011
Saleaumua, Winfred	Schl of Health, Exer Sci. & Athletics	Assistant Coach	Aug 2011 – May 2012

Board Agenda: September 14, 2011

ITEM #14 F

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
PAYMENT OF BILLS

PERIOD: July 1-31, 2011

FUND		DATE	WARRANT OR BANK CHECK NUMBERS		SUB-TOTAL AMOUNT	TOTAL
GENERAL	PAYROLL	7/5/2011	O13062	O13576		
		7/5/2011	O14007	O14017		
		7/8/2011	O14153	O14159		
		7/5/2011	713285	713691	\$ 1,361,887.70	
		7/8/2011	O14116	O14118		
		7/29/2011	O18092	O18123		
		7/29/2011	735743	736137	\$ 2,321,850.18	
Sub-Total					\$ 3,683,737.88	
GENERAL FUND	COMMERCIAL					
(Fund 01)		7/5/2011	250137	250412	\$ 500,930.30	
		7/6/2011	250413	250422	\$ 68,056.95	
		7/6/2011	250434	250582	\$ 27,067.95	
		7/7/2011	250583	250606	\$ 45,318.73	
		7/11/2011	250609	250609	\$ 598,399.00	
		7/11/2011	250610	250644	\$ 91,112.87	
		7/12/2011	250645	250708	\$ 219,466.17	
		7/13/2011	250711	250764	\$ 195,568.12	
		7/14/2011	250767	250820	\$ 808,929.97	
		7/14/2011	250821	250960	\$ 25,149.00	
		7/18/2011	250961	251016	\$ 139,865.70	
		7/20/2011	251020	251082	\$ 262,513.19	
		7/20/2011	251083	251108	\$ 92,530.07	
		7/21/2011	251122	251152	\$ 100,796.97	
		7/21/2011	251153	251316	\$ 29,697.68	
		7/25/2011	251317	251345	\$ 39,519.32	
		7/25/2011	251346	251411	\$ 14,395.90	
		7/26/2011	251412	251426	\$ 11,370.72	
		7/27/2011	251427	251465	\$ 27,940.27	
		7/28/2011	251466	251484	\$ 19,237.73	
		7/28/2011	251485	251631	\$ 25,199.63	
Sub-Total					\$ 3,343,066.24	
PROP. AA						
(Fund 10)		7/6/2011	250423	250432	\$ 380,006.75	
		7/7/2011	250607	250608	\$ 36,017.59	
		7/12/2011	250709	250709	\$ 35.00	
		7/13/2011	250765	250765	\$ 63,100.00	

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
PAYMENT OF BILLS

FUND	DATE	WARRANT OR BANK CHECK NUMBERS		SUB-TOTAL AMOUNT	TOTAL
PROP. AA					
(Fund 10)					
Continued	7/18/2011	251017	251018	\$ 8,099.89	
	7/20/2011	251109	251112	\$ 359,760.92	
				\$ 847,020.15	
PROP. R					
(Fund 25)	7/6/2011	250433	250433	\$ 3,400.00	
	7/12/2011	250710	250710	\$ 419,367.47	
	7/13/2011	250766	250766	\$ 47,923.50	
	7/18/2011	251019	251019	\$ 126,472.23	
	7/20/2011	251113	251120	\$ 518,028.79	
Sub-Total				\$ 1,115,191.99	
STUDENT CENTER					
(Fund 20)	7/20/2011	251121	251121	\$ 41,346.75	
				\$ 41,346.75	
BOOKSTORE					
		49048	49076	\$ 79,215.78	
Sub-Total				\$ 79,215.78	
FOOD SERVICES					
		13226	13247	\$ 37,173.29	
		1095	1095	\$ 168.08	
Sub-Total				\$ 37,341.37	
<u>TOTAL DISBURSEMENT BY WARRANT/CHECK FOR THE PERIOD:</u>					<u>\$ 9,146,920.16</u>

ITEM #14 G


<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Service</u>	<u>Department</u>	<u>Cost</u>
202762	7/28/11	Echo Pacific Construction Co.	Construction Management	Program Review - Seville	\$624,535
202864	08/02/11	Youth Insurance Agency, Inc.	College Mandatory Insurance	Risk Management	\$137,211
203013	08/11/11	Apple Computer, Inc.	Computers & Peripherals	School of Arts & Communication	\$108,560
203049	08/12/11	Keenan & Associates	Protected Insurance Programs	Risk Management	\$122,726
203104	08/15/11	Seville Construction Services	Program Management	Program Review - Seville	\$104,225
B1912	08/03/11	SWC Campus Store	Open Order for Fall 2011 Book service	EOPS	\$272,600

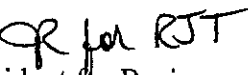
ITEM #15

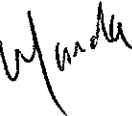
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Wayne Yanda, CPA 
Director of Finance

SUBJECT: Adoption of 2011-2012 Budget

RECOMMENDATION

Approval of the District's 2011-2012 Proposed Budget.

OVERVIEW

The Governing Board attended a budget workshop where staff reviewed the goals, objectives and planning that led to the Proposed Budget. Staff explained that the Proposed Budget and use of \$5 million of fund balance is part of a 3-year plan to bring ongoing expenses into alignment with ongoing income. It is expected that every effort is made to reduce expenditures during the fiscal year and not use all of the \$5 million fund balance. The goal is to spend up to \$2 million less than budgeted or an excess of expenses over revenues of \$3 million. Monthly updates will be provided to the Governing Board of actual revenues and expenses as well as progress on eliminating positions as a result of the internal reorganization.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

RJT:jar

Southwestern Community College

2011-12 Adopted Budget

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Southwestern Community College
2011-12 Adopted Budget
Budget Facts

This budget includes:

- A State apportionment decrease of \$6.4 million to \$48.3 million
- State apportionment reduction offset by combined increased property taxes and fees of \$2.5 million
- \$2.3 million in salaries and benefits for vacant positions including a \$200,000 transfer from categorical
- \$1 million step and column increase including benefits
- 100% faculty PTOL backfill of \$750,000 relating to SERP
- Workload reduction of \$1.6 million
- SCC priorities of \$250,000
- IT priorities of \$250,000
- Only half of \$720,000 in new faculty salary and benefits
- SERP payment of \$600,000
- Additional employee health insurances of \$465,000
- District categorical spending of \$1.045 million, a \$27,000 reduction from prior year
- A pending transfer of \$200,000 from tentative budget categorical savings
- \$1 million retiree benefits reimbursement from OPEB trust
- A 9.3% savings over prior year budget in non-personnel items

Southwestern Community College
2011-12 Adopted Budget
Budget Summary

	Unrestricted Funds	Restricted Funds	Total All General Funds
Revenue			
Federal	\$ 360,500	\$ 1,936,711	\$ 2,297,211
State	51,215,000	4,458,757	55,673,757
Local	24,983,804	2,294,150	27,277,954
Total Revenue	\$ 76,559,304	\$ 8,689,618	\$ 85,248,922
Expenses			
Academic Salaries	\$ 35,880,752	\$ 1,947,165	\$ 37,827,917
Classified Salaries	19,248,472	3,745,473	22,993,945
Employee Benefits	13,728,812	1,123,784	14,852,596
Total Personnel Expense	\$ 68,858,036	\$ 6,816,422	\$ 75,674,458
Supplies and Materials	\$ 1,487,927	\$ 388,860	\$ 1,876,787
Operating - Utilities and Services	9,172,061	728,793	9,900,854
Capital Outlay	-	96,762	96,762
Other Outgo	2,041,280	658,781	2,700,061
Total Other Expense	\$ 12,701,268	\$ 1,873,196	\$ 14,574,464
Total Expenses	\$ 81,559,304	\$ 8,689,618	\$ 90,248,922
Deficit	\$ (5,000,000)	\$ -	\$ (5,000,000)

Southwestern Community College
2011-12 Adopted Budget
Unrestricted Fund Balance

Description	2008-09	2009-10	2010-11	2010-11	2011-12
	Audited Actual	Audited Actual	Adopted Budget	Unaudited Estimate	Proposed Budget
Federal	\$ 94,520	\$ 188,035	\$ 381,925	\$ 424,928	\$ 360,500
State	55,002,150	56,512,044	54,890,006	58,124,027	51,215,000
Local	26,983,260	24,130,327	24,928,355	23,126,371	24,983,804
Total Revenue	\$ 82,079,930	\$ 80,830,406	\$ 80,200,286	\$ 81,675,326	\$ 76,559,304
Expenses					
Academic Salaries	\$ 38,907,539	\$ 36,733,927	\$ 37,050,841	\$ 38,307,105	\$ 35,880,752
Classified Salaries	19,039,048	17,689,475	18,936,587	18,072,322	19,248,472
Employee Benefits	12,307,827	12,472,042	13,518,741	13,558,658	13,728,812
Total Personnel Expense	\$ 70,254,414	\$ 66,895,444	\$ 69,506,169	\$ 69,938,085	\$ 68,858,036
Supplies and Materials	\$ 1,329,896	\$ 2,340,253	\$ 1,912,722	\$ 1,776,575	\$ 1,487,927
Operating - Utilities and Services	7,684,661	7,667,026	9,713,292	7,533,089	9,172,061
Capital Outlay	690,685	2,087,009	1,177,036	336,754	-
Other Outgo	20,263	1,330,205	1,075,589	310,526	2,041,280
Total Other Expense	\$ 9,725,505	\$ 13,424,493	\$ 13,878,639	\$ 9,956,944	\$ 12,701,268
Total Expenses	\$ 79,979,919	\$ 80,319,937	\$ 83,384,808	\$ 79,895,029	\$ 81,559,304
Excess (Deficit)	\$ 2,100,011	\$ 510,469	\$ (3,184,522)	\$ 1,780,297	\$ (5,000,000)
Beginning Fund Balance	\$ 9,276,242	\$ 11,376,253	\$ 11,886,722	\$ 11,886,722	\$ 13,667,019
Excess (Deficit)	2,100,011	510,469	(3,184,522)	1,780,297	(5,000,000)
Ending Fund Balance	\$ 11,376,253	\$ 11,886,722	\$ 8,702,200	\$ 13,667,019	\$ 8,667,019
Ending Fund Balance	\$ 11,376,253	\$ 11,886,722	\$ 8,702,200	\$ 13,667,019	\$ 8,667,019
Governing Board Reserve	(5,146,424)	(5,598,397)	(6,542,525)	(6,542,525)	(5,709,151)
Remaining Fund balance	\$ 6,229,829	\$ 6,288,325	\$ 2,159,675	\$ 7,124,494	\$ 2,957,868
Governing Board Reserve as % of					
Total Expenses	6.4%	7.0%	7.8%	8.2%	7.0%

Southwestern Community College
2011-12 Budget
FY11 Adopted and FY12 Adopted Comparison

Expense	2010-2011 \$	2010-2011 %	2011-2012 \$	2011-2012 %	Difference \$	Difference %
Academic Salaries	\$ 37,050,841	44.4%	\$ 35,880,752	44.0%	\$ (1,170,089)	-3.3%
Classified Salaries	18,936,587	22.7%	19,248,472	23.6%	311,885	1.6%
Employee Benefits	13,518,741	16.2%	13,728,812	16.8%	210,071	1.5%
Total Personnel Expense	\$ 69,506,169	83.4%	\$ 68,858,036	84.4%	\$ (648,133)	-0.9%
Supplies	\$ 1,912,722	2.3%	\$ 1,487,927	1.8%	\$ (424,795)	-28.5%
Other Operating Expenses	9,713,292	11.6%	9,172,061	11.2%	(541,231)	-5.9%
Capital Outlay	1,177,036	1.4%	-	0.0%	(1,177,036)	N/M
Other Outgo	1,075,589	1.3%	2,041,280	2.5%	965,691	47.3%
Total Other Expense	\$ 13,878,639	16.6%	\$ 12,701,268	15.6%	\$ (1,177,371)	-9.3%
Total Unrestricted Expenses	\$ 83,384,808	100.0%	\$ 81,559,304	100.0%	\$ (1,825,504)	-2.2%

Southwestern Community College
2011-12 Adopted Budget
Unrestricted Revenue

Description	2008-09		2009-10		2010-11		2010-11		2011-12	
	Audited	Actual	Audited	Actual	Adopted	Budget	Unaudited	Estimate	Proposed	Budget
8609 Growth Apportionment	\$ 360,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8611 Principal Apportionment	50,944,152	52,521,754	52,521,754	52,521,754	52,614,514	52,614,514	55,114,626	55,114,626	48,730,000	48,730,000
8612 Prior Year	(130,002)	1,638,677	1,638,677	1,638,677			22,693	22,693		
8672 Tax Relief Subvention	211,315	198,193	198,193	198,193	196,751	196,751	193,947	193,947	100,000	100,000
8694 Trailer Fees	6,514	8,740	8,740	8,740			2,337	2,337		
8811 Tax Allocation, Secured	18,381,004	17,442,667	17,442,667	17,442,667	17,634,009	17,634,009	16,544,538	16,544,538	17,500,000	17,500,000
8812 Supplemental Tax	368,384	174,952	174,952	174,952	176,281	176,281	211,642	211,642	160,000	160,000
8813 Tax Allocation, Unsecured	706,525	717,468	717,468	717,468	725,682	725,682	667,868	667,868	650,000	650,000
8874 Enrollment Fees	3,858,162	4,413,014	4,413,014	4,413,014	4,912,749	4,912,749	3,710,642	3,710,642	5,300,000	5,300,000
Total Base Revenue	\$ 74,706,964	\$ 77,115,465	\$ 77,115,465	\$ 77,115,465	\$ 76,259,986	\$ 76,259,986	\$ 76,468,293	\$ 76,468,293	\$ 72,440,000	\$ 72,440,000
8120 Job Development	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 22,500	\$ 22,500
8151 Federal Work Study Admin Allowance	22,723	22,723	22,723	22,723	22,723	22,723	21,424	21,424	15,000	15,000
8152 Pell Admin Allowance	20,855	21,795	21,795	21,795	21,795	21,795	23,420	23,420	25,000	25,000
8154 SEOG Admin Allowance	13,986	13,367	13,367	13,367	13,367	13,367	13,376	13,376	10,000	10,000
8199 Federal Other	11,956	105,150	105,150	105,150	299,040	299,040	341,708	341,708	288,000	288,000
Total Federal Revenue	\$ 94,520	\$ 188,035	\$ 188,035	\$ 188,035	\$ 381,925	\$ 381,925	\$ 424,928	\$ 424,928	\$ 360,500	\$ 360,500
8601 SB1133 Settlement	\$ 128,171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8602 Property Backfill	897,318									
8603 BOGG (2%)	78,420	82,429	82,429	82,429	77,550	77,550	104,539	104,539	85,000	85,000
8617 Part Time Faculty Allocation	690,239	331,191	331,191	331,191	201,191	201,191	336,650	336,650	300,000	300,000
8680 Lottery Proceeds	1,790,251	1,840,736	1,840,736	1,840,736	1,800,000	1,800,000	1,845,650	1,845,650	1,800,000	1,800,000
8691 Mandated Costs							636,601	636,601	200,000	200,000
8699 Other	2,778	(113,745)	(113,745)	(113,745)			(133,016)	(133,016)		
Other State Revenue	\$ 3,587,177	\$ 2,140,611	\$ 2,140,611	\$ 2,140,611	\$ 2,078,741	\$ 2,078,741	\$ 2,790,424	\$ 2,790,424	\$ 2,385,000	\$ 2,385,000

Southwestern Community College
2011-12 Adopted Budget
Unrestricted Revenue (continued)

Description	2008-09		2009-10		2010-11		2010-11		2011-12	
	Audited	Actual	Audited	Actual	Adopted	Budget	Unaudited	Estimate	Proposed	Budget
8820 Donations	\$	54	\$	-	\$	-	\$	625	\$	-
8845 Sale of Purchase		9,548		14,755		10,000		3,810		
8849 Cash Over		1,399		2,060				559		
8851 Child Development Center Rental Fees		92,787		75,393		75,000		67,008		
8853 Gate Receipts		12,307		8,621		10,000		9,212		10,000
8854 Facility Use		160,780		133,886		100,000		104,142		100,000
8860 Interest Income		379,333		208,314		150,000		108,290		75,000
8878 Other Student Fees		65,580		64,715		60,000		62,878		60,000
8880 Tuition Fees		947,059		624,231		600,000		1,068,763		800,000
8886 Credit by Exam		2,338		2,797		3,000		1,456		3,000
8889 Course Audit		19,216		17,085		2,000		18,416		2,000
8891 Fines and Forfeitures		3,281		2,658		3,000		2,705		2,500
8896 Local Miscellaneous Income		312,586		221,780		281,634		533,817		311,304
8897 Transfer from Parking		10,000		10,000		10,000		10,000		10,000
8933 Transfer from Bookstore		175,000				175,000				
8934 Transfer from Capital Outlay/Insurance Funds		1,500,000								
Other Local Revenue	\$	3,691,269	\$	1,386,295	\$	1,479,634	\$	1,991,681	\$	1,373,804
Total Revenue	\$	82,079,930	\$	80,830,406	\$	80,200,286	\$	81,675,326	\$	76,559,304

Southwestern Community College
2011-12 Adopted Budget
Unrestricted Expense

Object	Description	2008-09		2009-10		2010-11		2010-11		2011-12	
		Audited	Actual	Audited	Actual	Adopted	Budget	Unaudited	Estimate	Proposed	Budget
411	Instructional Salaries	\$ 18,333,739	\$ 18,105,102	\$ 18,159,337	\$ 17,780,995	\$ 16,835,120					
412	Non-Inst Salaries, Contract	5,479,380	5,443,759	5,874,151	6,046,662	5,332,444					
413	Instructional Salaries, Other	14,238,467	12,318,014	12,375,000	13,470,506	12,582,250					
414	Non-Inst Salaries, Other	855,953	867,052	642,353	1,008,942	1,130,938					
	Academic Salaries	\$ 38,907,539	\$ 36,733,927	\$ 37,050,841	\$ 38,307,105	\$ 35,880,752					
421	Non-Inst Salaries, Full-time	\$ 1,569,902	\$ 14,634,150	\$ 15,810,475	\$ 14,971,658	\$ 15,705,807					
422	Instructional Salaries	1,223,710	1,693,496	1,622,347	1,615,471	1,671,400					
423	Non-Inst Salaries, Other	617,748	832,945	884,479	1,014,384	1,278,438					
424	Instructional Aides	15,627,688	528,884	619,286	470,809	592,827					
	Non-academic salaries	\$ 19,039,048	\$ 17,689,475	\$ 18,936,587	\$ 18,072,322	\$ 19,248,472					
431	State Teachers Retirement	\$ 2,974,027	\$ 2,779,533	\$ 3,046,179	\$ 3,195,889	\$ 2,958,531					
432	PERS	1,716,565	1,621,697	2,075,841	1,796,525	2,157,546					
433	Social Security	1,981,925	1,777,958	2,043,061	1,845,867	2,019,439					
434	Health & Welfare Benefits	4,135,325	4,027,672	3,799,954	4,696,464	4,531,689					
435	State Unemployment Insurance	175,612	176,644	408,829	522,397	400,371					
436	Worker's Compensation Ins	997,791	1,631,555	1,170,020	1,229,412	1,178,872					
439	Other Benefits	326,582	456,983	974,857	272,104	482,364					
	Benefits	\$ 12,307,827	\$ 12,477,042	\$ 13,518,741	\$ 13,558,658	\$ 13,728,812					
	Total Personnel	\$ 70,254,414	\$ 66,895,444	\$ 69,506,169	\$ 69,938,085	\$ 68,858,036					

Southwestern Community College
2011-12 Adopted Budget
Unrestricted Expense (continued)

Object	Description	2008-09 Audited Actual	2009-10 Audited Actual	2010-11 Adopted Budget	2010-11 Unaudited Estimate	2011-12 Proposed Budget
441	Text Books	\$ 18,856	\$ 16,347	\$ 16,793	\$ 16,385	\$ 16,793
443	Supplies	892,165	892,533	1,264,834	959,975	816,896
444	Miscellaneous Operating Cost	70,730	1,099,731	112,361	405,234	151,311
445	Printing & Other Miscellaneous	327,246	310,290	474,066	375,078	465,379
447	Merchant Write-offs	14,795	17,895	26,559	11,973	28,638
449	Supplies	6,104	3,457	18,109	7,930	8,910
	Supplies	\$ 1,329,896	\$ 2,340,253	\$ 1,912,722	\$ 1,776,575	\$ 1,487,927
451	Contract Services	\$ 1,188,900	\$ 908,845	\$ 1,544,142	\$ 1,097,337	\$ 1,603,160
452	Travel	295,485	256,531	519,690	284,751	446,660
453	Dues Memberships	151,477	102,434	141,384	120,214	134,139
454	Insurance	852,284	808,047	881,831	916,825	934,441
455	Utilities	2,197,744	2,338,593	2,744,838	2,302,622	2,357,781
456	Contracts	2,388,266	2,826,087	2,933,535	2,272,248	2,909,873
457	Employee Ads/Litigation	538,779	387,910	522,200	604,292	564,500
458	Postage/Bond/Other	288,016	240,274	507,789	174,792	321,257
459	Indirect and Other Expenses	(216,290)	(201,695)	(82,117)	(239,992)	(99,750)
	Operating	\$ 7,684,661	\$ 7,667,026	\$ 9,713,292	\$ 7,533,089	\$ 9,172,061
461	Sites and Site Improvements	\$ 28,204	\$ 41,891	\$ 55,130	\$ 19,080	\$ -
462	Buildings	52,499	58,999	92,841	59,351	-
463	Books/Book Abatemen/Special Co	73,888	71,810	69,172	72,951	-
464	Equipment	536,094	1,914,309	959,893	185,372	-
	Capital Outgo	\$ 690,685	\$ 2,087,009	\$ 1,177,036	\$ 336,754	\$ -
472	Debt Retirement	\$ -	\$ 224,993	\$ 100,000	\$ (199,953)	\$ 100,000
475	Student Financial Aid	21,316	48,920	10,000	2,347	5,000
479	Other transfers and contingency	(1,053)	1,056,292	965,589	508,132	1,936,280
	Transfers and contingency	\$ 20,263	\$ 1,330,205	\$ 1,075,589	\$ 310,526	\$ 2,041,280
	Total Other Expense	\$ 9,725,505	\$ 13,424,493	\$ 13,878,639	\$ 9,956,944	\$ 12,701,268
	Total Expenses	\$ 79,979,919	\$ 80,319,937	\$ 83,384,808	\$ 79,895,029	\$ 81,559,304

Southwestern Community College
2011-12 Adopted Budget
Restricted Revenue and Expense

Object	Description	FY2011-12 Budget
381	Federal Revenue	\$ 1,936,711
386	State Revenue	4,458,757
388	Local Revenue	2,294,150
	Total Revenue	<u>\$ 8,689,618</u>
	Expenses	
411	Instructional Salaries	\$ 351,200
412	Non-Inst Salaries, Reg Contract	1,363,936
413	Instructional Salaries, Other	3,000
414	Non-Inst Salaries, Other	229,029
	Academic Salaries	<u>\$ 1,947,165</u>
421	Non-Inst Salaries, Full-time	\$ 2,564,938
423	Non-inst Salaries, Other	1,073,783
424	Instructional Aides	106,752
	Non-Academic Salaries	<u>\$ 3,745,473</u>
431	State Teachers Retirement	\$ 115,078
432	PERS	312,587
433	Social Security	243,604
434	Health & Welfare Benefits	285,096
435	State Unemployment Insurance	33,046
436	Worker's Compensation Ins	97,867
439	Other Benefits	36,506
	Total Benefits	<u>\$ 1,123,784</u>

Southwestern Community College
2011-12 Adopted Budget
Restricted Expense (continued)

Object	Description	FY2011-12 Budget
441	Text Books	\$ 6,277
442	Books or Manuals	3,407
443	Supplies	96,199
444	Miscellaneous Operating Cost	168,736
445	Printing & Other Miscellaneous	35,186
449	Supplies	79,055
	Total Supplies	\$ 388,860
451	Contract Services	\$ 343,392
452	Travel	154,316
453	Dues Memberships	7,350
454	Insurance	65,000
455	Utilities	19,097
456	Contracts	78,685
458	Postage/Bond/Other	20,261
459	Indirect and Other Expenses	40,692
	Operating	\$ 728,793
463	Books/Book Abatement/Special Co	\$ 4,025
464	Equipment	92,737
	Capital Outgo	\$ 96,762
475	Student Financial Aid	\$ 5,919
476	Other Payments to Students	652,862
	Student Payments	\$ 658,781
	Total Expense	\$ 8,689,618
	Excess Revenue	\$ -

Southwestern Community College
2011-12 Adopted Budget
Additional Disclosure

SWC FY2011-12 Budget Support

Budget code 47XXX	Budget	Purpose
	\$	
	500,000	IT and SCC priorities
	215,000	Prior year POs
	201,165	S/P contingency
	335,000	Food service
	210,000	Photo lab
	200,000	Reclassification-safety-accreditation
	185,000	Ctr status
	100,000	Allowance for Bad Debt
	38,000	Materials fees
	20,115	Prior contingency
	12,000	EAP benefit
	10,000	Tech plan hourly
	10,000	Environmental scan
	5,000	Grants
	<u>2,041,280</u>	<u>Total</u>

Summary of original budget to current budget

Unrestricted Expense	Description
\$ 86,489,535	Original budget submitted
(6,680,231)	Tentative reductions
<u>\$ 79,809,304</u>	<u>Tentative approved by Governing Board</u>
\$ 79,809,304	Tentative approved by Governing Board
(3,603,331)	Proposed adopted reductions
5,353,331	Proposed adopted additions
<u>\$ 81,559,304</u>	<u>Proposed adopted budget</u>

Southwestern Community College
2011-12 Adopted Budget

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
BOOKSTORE FUND
ADOPTED BUDGET - FY 2011-12

	AUDITED ACTUAL 2009-2010	UNAUDITED ACTUAL 2010-2011	ADOPTED BUDGET 2011-2012
9720 Beginning Fund Balance	\$ 2,693,554	\$ 2,659,568	\$ 2,502,279
Revenue			
8844 Sales	\$ 3,976,324	\$ 3,511,440	\$ 3,522,803
8845 Other Income	60,126	45,723	55,555
Total Revenue	\$ 4,036,450	\$ 3,557,163	\$ 3,578,358
Expenses			
2000 Classified & Student Salaries	\$ 656,712	\$ 633,451	\$ 638,320
3000 Employee Benefits	159,713	169,493	139,787
4000 Supplies & Replacement	3,028,571	2,685,035	2,611,209
5000 Other Operating Costs	224,450	214,073	233,800
6000 Capital Outlay	990	12,400	
Total Expenses	\$ 4,070,436	\$ 3,714,452	\$ 3,623,116
9720 Ending Fund Balance	\$ 2,659,568	\$ 2,502,279	\$ 2,457,521

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
FOOD SERVICES - STUDENT UNION
ADOPTED BUDGET 2011-2012**

	AUDITED ACTUAL 2009 - 2010	UNAUDITED ACTUAL 2010 - 2011	ADOPTED BUDGET 2011 - 2012
9720 Beginning Fund Balance	\$ (223,548)	\$ 212,021	\$ 102,076
8844 Sales	\$ 1,414,193	\$ 1,154,300	\$ 1,028,700
8849 Cash Long	1,141	1,106	1,200
8860 Pepsi Annual Contribution	40,000	40,000	40,000
8890 Other Income	2,770	1,946	6,000
8892 Vending Machine Income	20,877	20,000	18,000
8983 Pepsi Commissions	23,645	21,444	25,000
8984 Transfers In	824,004	334,769	-
Total Revenue	\$ 2,326,630	\$ 1,573,565	\$ 1,118,900
2000 Classified & Student Salaries	\$ 694,280	\$ 641,973	\$ 540,786
3000 Employee Benefits	212,640	199,933	162,103
4000 Supplies & Replacement	754,795	642,301	547,107
5000 Other Operating Costs	199,346	85,186	57,720
7300 Transfers Out	30,000	114,117	30,000
Total Expenses	\$ 1,891,061	\$ 1,683,510	\$ 1,337,716
9720 Ending Fund Balance	\$ 212,021	\$ 102,076	\$ (116,740)

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
FOOD SERVICES TRADEWINDS
ADOPTED BUDGET 2011-2012**

	UNAUDITED ACTUAL 2010 - 2011	ADOPTED BUDGET 2011 - 2012
9720 Beginning Fund Balance	\$ -	\$ 86,042
8844 Sales	\$ 52,397	\$ 58,700
8849 Cash Long	313	
8984 Transfers In	84,116	
Total Revenue	<u>\$ 136,826</u>	<u>\$ 58,700</u>
2000 Classified & Student Salaries	\$ 10,146	\$ 12,500
3000 Employee Benefits	209	250
4000 Supplies & Replacement	34,950	34,820
5000 Other Operating Costs	2,552	1,900
7300 Transfers Out	2,927	
Total Expenses	<u>\$ 50,784</u>	<u>\$ 49,470</u>
9720 Ending Fund Balance	<u>\$ 86,042</u>	<u>\$ 95,272</u>

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
FOOD SERVICES - TIME OUT CAFE
ADOPTED BUDGET 2011-2012**

	UNAUDITED ACTUAL 2010 - 2011	ADOPTED BUDGET 2011 - 2012
9720 Beginning Fund Balance	\$ -	\$ -
8844 Sales	-	462,500
Total Revenue	\$ -	\$ 462,500
2000 Classified & Student Salaries	\$ -	\$ 164,582
3000 Employee Benefits	-	47,760
4000 Supplies & Replacement	-	228,600
5000 Other Operating Costs	-	15,075
7300 Transfers Out	-	-
Total Expenses	\$ -	\$ 456,017
9720 Ending Fund Balance	\$ -	\$ 6,483

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COLLEGE ADOPTED BUDGET
PROPOSITION R BOND FUND
FISCAL YEAR 2011-2012**

	AUDITED ACTUAL 2009-2010	UNAUDITED ACTUAL 2010-2011	ADOPTED BUDGET 2011-2012
9720 Beginning Fund Balance	\$ -	\$ 99,097,139	\$ 161,656,995
Income:			
8860 Interest	\$ 25,479	\$ 523,600	\$ 250,000
8896 Local Miscellaneous Income	-	60	
8940 Sale of Bond Proceeds	100,000,000	68,730,371	
8954 Bond Issue Premium	1,212,387	716,045	
Total Income	\$ 101,237,866	\$ 69,970,076	\$ 250,000
Expense:			
2000 Construction Hourly Salaries	\$ 6,152	\$ 47,051	\$ 870,000
3000 Construction Benefits	703	1,990	210,000
4000 Supplies	10,175	6,762	2,050,000
5000 Operations	891,813	7,051,391	23,340,000
6000 Capital Outlay/Renovation	79,664	168,738	34,845,000
7000 Transfers Out	1,152,220	134,288	
Total Expense	\$ 2,140,727	\$ 7,410,220	\$ 61,315,000
9720 Ending Balance	\$ 99,097,139	\$ 161,656,995	\$ 100,591,995

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COLLEGE ADOPTED BUDGET
PROPOSITION AA BOND FUND
FISCAL YEAR 2011-2012**

	AUDITED ACTUAL 2009-2010	UNAUDITED ACTUAL 2010-2011	ADOPTED BUDGET 2011-2012
9720 Beginning Fund Balance	\$ 13,810,595	\$ 10,815,574	\$ 5,249,402
Income:			
8860 Interest	\$ 129,745	\$ 74,387	\$ 45,000
8896 Local Miscellaneous Income	107,138	(106,746)	
Total Income	\$ 236,883	\$ (32,359)	\$ 45,000
Expense:			
2000 Construction Hourly Salaries	\$ 57,218	\$ 82,509	\$ -
3000 Construction Benefits	10,804	13,017	
4000 Supplies	2,293	3,149	
5000 Operations	1,172,642	1,169,149	508,133
6000 Capital Outlay/Renovation	1,988,947	4,265,989	4,786,269
Total Expense	\$ 3,231,904	\$ 5,533,813	\$ 5,294,402
9720 Ending Balance	\$ 10,815,574	\$ 5,249,402	\$ (0)

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COLLEGE ADOPTED BUDGET
CAPITAL OUTLAY FUND
FISCAL YEAR 2011-2012**

	AUDITED ACTUAL 2009-2010	UNAUDITED ACTUAL 2010-2011	ADOPTED BUDGET 2011-2012
Beginning Fund Balance	\$ 2,105,418	\$ 2,003,214	\$ 1,911,087
Revenue	\$ 613,897	\$ 244,708	\$ 250,000
Expense:			
Buildings	\$ 604,313	\$ 36,401	\$ -
Equipment	111,788		479,766
Transfer Out		300,434	
Total Expense	\$ 716,101	\$ 336,835	\$ 479,766
Ending Fund Balance	\$ 2,003,214	\$ 1,911,087	\$ 1,681,321

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COLLEGE ADOPTED BUDGET
STUDENT CENTER FUND
FISCAL YEAR 2011-2012**

	AUDITED ACTUAL 2009-2010	UNAUDITED ACTUAL 2010-2011	ADOPTED BUDGET 2011-2012
9720 Beginning Fund Balance	\$ 213,480	\$ 238,766	\$ 162,073
Revenue			
8860 Interest	2,420	1,157	2,500
8878 Student Fees	176,632	164,030	190,000
Total Revenue	\$ 179,052	\$ 165,187	\$ 192,500
Expense:			
4000 Supplies	\$ -	\$ 100,363	\$ -
5000 Other Expenses			
5890 Bond Payment			
6000 Capital Outlay	153,766	141,517	150,000
Total Expense	\$ 153,766	\$ 241,880	\$ 150,000
9720 Ending Fund Balance	\$ 238,766	\$ 162,073	\$ 204,573

Southwestern Community College
2011-12 Adopted Budget

**SOUTHWESTERN COLLEGE ADOPTED BUDGET
SELF-INSURANCE FUND
FISCAL YEAR 2011-2012**

	AUDITED ACTUAL 2009-2010	UNAUDITED ACTUAL 2010-2011	ADOPTED BUDGET 2011-2012
9720 Beginning Fund Balance	\$ 379,793	\$ 382,863	\$ 468,174
Income:			
8860 Interest	\$ 3,520	\$ 1,672	\$ 1,000
8896 Local Miscellaneous Income		14,205	
Total Income	\$ 3,520	\$ 15,877	\$ 1,000
Expense:			
5110 Contract Services	\$ 451	\$ 534	\$ 5,000
5431 Towing			
5000 Loss Deductible Expense		(69,968)	
Total Expense	\$ 451	\$ (69,434)	\$ 5,000
9720 Ending Fund Balance	\$ 382,863	\$ 468,174	\$ 464,174

ITEM #16



**ACCREDITING
COMMISSION
for COMMUNITY and
JUNIOR COLLEGES**

10 COMMERCIAL BOULEVARD
SUITE 204
NOVATO, CA 94949
TELEPHONE: (415) 506-0234
FAX: (415) 506-0238
E-MAIL: accjc@accjc.org
www.accjc.org

Chairperson
MICHAEL T. ROTA
University of Hawai'i

Vice Chairperson
SHERRILL L. AMADOR
Public Member

President
BARBARA A. BENO

Vice President
SUSAN B. CLIFFORD

Vice President
DORTE KRISTOFFERSEN

Vice President
GARMAN JACK POND

Associate Vice President
NORVAL WELLSFRY

SOUTHWESTERN
COLLEGE
SUPT/PRES.

June 30, 2011

11 JUL -5 AM 10:59

Ms. Denise Whittaker
Interim Superintendent/President
Southwestern College
900 Otay Lakes Road
Chula Vista, CA 91910

Dear President Whittaker:

The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, at its meeting June 8-10, 2011, reviewed the Follow-Up Report submitted by the College and the report of the evaluation team which visited Monday, April 11, 2011. The Commission took action to **remove probation and reaffirm accreditation.**

The Commission noted that Southwestern College has made many recent improvements to institutional practices to resolve accreditation deficiencies. The Commission expects that the institution's Midterm Report, due in fall 2012, will provide evidence that the institution has sustained its program review and planning activities and has also sustained the new Board policies and procedures that guide the Board's adherence to its appropriate roles.

Commission Reminder: The Commission expects that institutions meet standards that require the identification and assessment of student learning outcomes, and the use of assessment data to plan and implement improvements to educational quality, by fall 2012. The Commission reminds Southwestern College that it must be prepared to demonstrate that it meets these standards by fall 2012 (Standards I.B.1, II.A.2.e, II.A.2.f, II.B.4, II.C.2, and III.A.1.c).

The Follow-Up Report will become part of the accreditation history of the College and should be used in preparing for the next comprehensive evaluation. I have previously sent you a copy of the Evaluation Team Report. Additional copies may now be duplicated. The Commission requires that you give the report and this letter appropriate dissemination to your college staff and to those who were signatories of your college report. This group should include campus leadership and the Board of Trustees. The Commission also requires that all reports be made available to students and the public. Placing a copy on the college web site can accomplish this. Should you require an electronic copy of the report, please contact Commission staff.

Ms. Denise Whittaker
Southwestern College
June 30, 2011
Page Two

All colleges are required to file a Midterm Report in the third year after each comprehensive evaluation. Southwestern College should submit the Midterm Report **October 15, 2012.**

On behalf of the Commission, I wish to express continuing interest in the institution's educational quality and students' success. Professional self-regulation is the most effective means of assuring institutional integrity, effectiveness, and quality.

Sincerely,

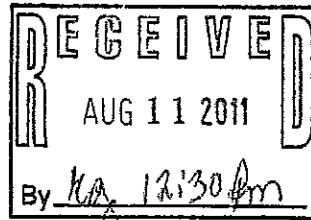
A handwritten signature in cursive script that reads "Barbara A. Beno".

Barbara A. Beno, Ph.D.
President

BAB/tl

cc: Dr. Mink Stavenga, Accreditation Liaison Officer
Board President, Southwestern Community College District
Dr. Gari Browning, Team Chair

ITEM #17



August 8, 2011

Ms. Denise Whittaker
Interim President
Southwestern College
900 Otay Lakes Road
Chula Vista, CA 91910

RE: Dental Hygiene Program

Dear President Whittaker:

At its August 4, 2011 meeting, the Commission on Dental Accreditation (CODA) considered the report submitted by Ms. Kesa Hopkins in May 2011 describing a major change which has occurred in the dental hygiene program sponsored by Southwestern College. The Commission noted that Ms. Vicki Kimbrough-Walls has been hired as the permanent program director as of July 1, 2011.

Following careful review of the information provided, the Commission adopted a resolution to approve the report of major change and continue the program's accreditation status from "approval with reporting requirements" to "approval without reporting requirements." No additional information is requested from the program at this time. This change will be reviewed at the next regularly scheduled site visit to the program in **2015**.

In taking this action, the Commission stipulated that it will expect the institution to keep the Commission informed in a timely manner of other anticipated major changes in any approved educational program offered, particularly in the areas of administration, enrollment, faculty, facilities and curriculum. The Commission's policy and guidelines for reporting major program changes can be found on the web at the following link:
<http://www.ada.org/314.aspx>.

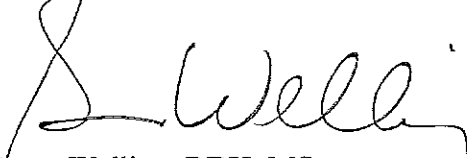
The Commission has authorized use of the following statement by institutions or programs that wish to announce their programmatic accreditation by the Commission. Programs that wish to advertise the specific programmatic accreditation status granted by the Commission may include that information as indicated in italics below (see text inside square brackets); that portion of the statement is optional but, if used, must be complete and current.

The program in dental hygiene is accredited by the Commission on Dental Accreditation [*and has been granted the accreditation status of "approval without reporting requirements"*]. The Commission is a specialized accrediting body recognized by the United States Department of Education. The Commission on Dental Accreditation can be contacted at (312) 440-4653 or at 211 East Chicago Avenue, Chicago, IL 60611. The Commission's web address is: <http://www.ada.org/100.aspx>

President Whittaker
August 8, 2011
Page 2

If this office can be of any assistance to you or members of your staff, please contact me at (800) 621-8099, extension 2695 or wellingg@ada.org.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Welling". The signature is fluid and cursive, with a large initial "G" and a stylized "Welling".

Gwen Welling, RDH, MS
Manager, Dental Hygiene Education
Commission on Dental Accreditation

GW/sz

Enclosures: CODA Accreditation Status Definitions

Enclosures sent via email to the program director:

- Reporting Major Changes in Accredited Programs
- Electronic Submission Guidelines
- Evaluation and Operational Policies and Procedures manual
- Accreditation Standards for Dental Hygiene Education Programs

cc:

- Ms. Christine Perri, dean, Higher Education Center
- Ms. Vickie Kimbrough-Walls, program director, Dental Hygiene Program
- Dr. Donald R. Joondeph, chair, Commission on Dental Accreditation (CODA)
- Dr. Anthony J. Ziebert, director, CODA

COMMISSION ON DENTAL ACCREDITATION ACCREDITATION STATUS DEFINITIONS

Programs Which Are Fully Operational

APPROVAL (without reporting requirements): An accreditation classification granted to an educational program indicating that the program achieves or exceeds the basic requirements for accreditation.

APPROVAL (with reporting requirements): An accreditation classification granted to an educational program indicating that specific deficiencies or weaknesses exist in one or more areas of the program. Evidence of compliance with the cited standards must be demonstrated within 18 months if the program is between one and two years in length or two years if the program is at least two years in length. If the deficiencies are not corrected within the specified time period, accreditation will be withdrawn, unless the Commission extends the period for achieving compliance for good cause.

Programs Which Are Not Fully Operational

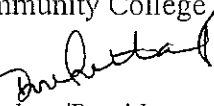
INITIAL ACCREDITATION: An accreditation classification granted to any dental, advanced dental or allied dental education program which is in the planning and early stages of development or an intermediate stage of program implementation and not yet fully operational. This accreditation classification provides evidence to educational institutions, licensing bodies, government or other granting agencies that, at the time of initial evaluation(s), the developing education program has the potential for meeting the standards set forth in the requirements for an accredited educational program for the specific occupational area. The classification "initial accreditation" is granted based upon one or more site evaluation visit(s) and until the program is fully operational.

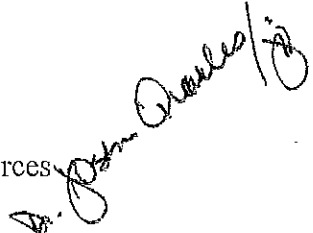
ITEM #18 A

September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Jackie Osborne
Director of Human Resources 

SUBJECT: Employment of James Davis

I recommend the employment of James Davis as Director of Police Academy, effective September 15, 2011. This is an 11-month, 80% service, academic administrator position.

Mr. Davis has earned the following degree:

- Bachelor of Science in Organizational Management, San Diego Christian College in 1996

Mr. Davis has the following certificates from the State of California Commission on Peace Officer Standards and Training:

- Executive Certificate, El Cajon Police Department in 2003
- Law Enforcement Certificate, Command College in 1999

Mr. Davis has been deemed equivalent of minimum qualifications for Director of Police Academy by the Southwestern College Equivalency Committee.

Mr. Davis has held the following positions:

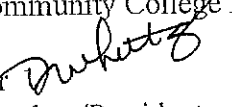
- 2009 – Present, Part-time Administration of Justice Instructor, Southwestern College
- 2006 – 2008, Chairman of the Board of Parole Hearings, State of California
- 2005 – Present, Senior Associate of Law Enforcement, Citygate Associates, Folsom
- 2004, Consultant for Police Training and Organization, Civilian Police International, Landsdown, VA
- 2000 – 2004, Chief of Police, El Cajon Police Department

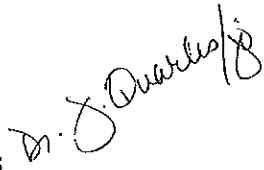
DW:JQ


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Jackie Osborne 
Director of Human Resources

SUBJECT: Employment of Silvia Cornejo-Darcy

I recommend the employment of Silvia Cornejo-Darcy as Dean of Higher Education at San Ysidro and Otay Mesa, effective September 15, 2011. This is a 12-month academic administrator position.

Ms. Cornejo-Darcy has earned the following degrees:

- Master of Arts in Leadership Studies, University of San Diego in 2000
- Bachelor of Arts in Communication Studies and Sociology, University of San Diego in 1996

Ms. Cornejo-Darcy has held the following positions at Southwestern College:

- 2011 – Present, Acting Dean for Higher Education Center at Otay Mesa and San Ysidro
- 2009 – Present, Director of Center Operations, Higher Education Center at San Ysidro
- 2009, Acting Dean for Higher Education Center at Otay Mesa and San Ysidro
- 2007 – 2009, Director of Center Operations, Higher Education Center at Otay Mesa
- 2006 – 2007, Director of Center Operations, Higher Education Center at San Ysidro
- 2004 – 2006, Part-time Coordinator, Staff Development Office
- 2002 – 2006, Hourly Center Operations Administrator, Higher Education Center at San Ysidro
- 2001 – 2002, Director of Center Operations, Higher Education Center at San Ysidro
- 1998 – 2001, AmeriCorps Coordinator/Director of Service Learning Programs

DW:JQ

ITEM #18C

1. Academic Assignments/Stipends**1a. Non-Contractual (Project/Grant/Fee Funded)**

Notification of following project/grant/fee funded academic ancillary assignments; funding previously approved by the Governing Board:

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>PROJECT</u>	<u>DURATION</u>	<u>COST</u>
Hall, Daren	Curriculum Development	FS	08/22/11 – 06/30/12	\$600.00
Speller, Tim	MAAC Project Instructor	GBP	08/01/11 – 06/30/12	\$2,760.00
Dorsey, Michael	OSHA-10 Instructor	GBP	09/01/11 – 09/30/11	\$1,000.00
Feria-Battaler, Zaydie	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,722.00
Livingston, Mary	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,831.50
McDonald, Linda	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,831.50
Mowrey, Patrick	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,507.00
Peppard, Sandra	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,633.00
Ramira, Arlin	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,722.00
Russell, Teresa	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,722.00
Tyahla, Sandra	Nursing Accreditation Project	NURS	08/15/11 – 12/16/11	\$2,722.00
Legaspi, Vanessa	Nursing Students UCSD Training	NURS	08/15/11 – 06/30/12	\$2,400.00
				<u>\$28,451.00</u>

1b. Non-Contractual (District Funded)

Request ratification of the following academic ancillary assignment(s):

2010-11

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPT</u>	<u>DURATION</u>	<u>COST</u>
Lopez, Kathleen	Program Review/IT Form & Rubric Dev	PRES/IT	05/31/11 – 06/30/11	\$631.92
Shapiro, Elisabeth	Program Review/IT Form & Rubric Dev	PRES/IT	05/31/11 – 06/30/11	\$631.92
				<u>\$1263.84</u>

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPT</u>	<u>DURATION</u>	<u>COST</u>
Al-Fekri, Dheya	Safety Training	MSE	08/10/11 – 08/10/11	\$113.26
Brinton, Karen	Safety Training	MSE	08/10/11 – 08/10/11	\$113.26
Chambers, Fred	Safety Training	MSE	08/10/11 – 08/10/11	\$105.32
Nguyen, Thanh	Safety Training	MSE	08/10/11 – 08/10/11	\$105.32
Selchau, Lisa	Safety Training	MSE	08/10/11 – 08/10/11	\$105.32
Small, Rachel	Safety Training	MSE	08/10/11 – 08/10/11	\$105.32
Steinberg Tatman, Galina	Safety Training	MSE	08/10/11 – 08/10/11	\$105.32
Tschopp, Juerg	Safety Training	MSE	08/10/11 – 08/10/11	\$108.88
Um, Joann	Safety Training	MSE	08/10/11 – 08/10/11	\$105.32
Wade, James	Safety Training	MSE	08/10/11 – 08/10/11	\$105.32
Lopez, Kathleen	ITC Meetings/TPOT Database Project	PRES/IT	07/01/11 – 08/12/11	\$1,158.52
Shapiro, Elisabeth	ITC Meetings/TPOT Database Project	PRES/IT	07/01/11 – 08/12/11	\$1,158.52
				<u>\$3,389.68</u>

2. Academic Assignments/Reassigned Time

2a. Non-Contractual Reassigned Time (Project/Grant Funded)

Notification of following project/grant funded reassigned time; funding previously approved by the Governing Board:

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>PROJECT</u>	<u>FTE</u>	<u>DURATION</u>	<u>STIPEND</u>	<u>*COST</u>
Bayles, Joyce	Special BSI Project	BSI	0.07	08/12/11-12/16/11		\$1,236.06
						<u>\$1,236.06</u>

2b. Non-Contractual Reassigned Time (District Funded)

Request ratification of reassigned time for the following academic employee(s):

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPT</u>	<u>FTE</u>	<u>DURATION</u>	<u>*COST</u>
Mazzarella, Janet	Line-of-Sight Instructor	MSE	0.33	08/12/11-05/18/12	\$12,360.60
					<u>\$12,360.60</u>

Request approval of reassigned time for the following academic employee(s):

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPT</u>	<u>FTE</u>	<u>DURATION</u>	<u>*COST</u>
Rempt, Andrew	Acting LAS Coord	ASC	1.00	01/02/12-05/18/12	\$18,540.90
					<u>\$18,540.90</u>

SUMMARY

2010-11

1. Academic Assignments/Stipends	\$0.00
a. Non-Contractual (Project/Grant/Fee Funded)	\$0.00
b. Non-Contractual (District Funded)	\$1263.84
2. Academic Assignments/Reassigned Time	\$0.00
a. Non-Contractual Reassigned Time (Project/Grant Funded)	\$0.00
b. Non-Contractual Reassigned Time (District Funded)	\$12,360.60
GRAND TOTAL:	<u>\$13,624.44</u>

2011-12

1. Academic Assignments/Stipends	\$0.00
a. Non-Contractual (Project/Grant/Fee Funded)	\$28,451.00
b. Non-Contractual (District Funded)	\$0.00
2. Academic Assignments/Reassigned Time	\$0.00
a. Non-Contractual Reassigned Time (Project/Grant Funded)	\$1,236.06
b. Non-Contractual Reassigned Time (District Funded)	\$18,540.90
GRAND TOTAL:	<u>\$48,227.96</u>

ASTERISK

LEGEND

* Average cost for adjunct to backfill for full-time faculty reassigned time.

<u>LEGEND</u> <u>ABBREVIATION</u>	<u>DESCRIPTION</u>
ACAF	Academic Affairs
ACAS	Academic Senate
ACCT	Accounting
ACEWAL	ACE/Walmart Success for Veteran Award Grants Program
AJ	Administration of Justice
AOC	Accreditation Oversight Committee
APT	Applied Technologies
ART	Arts & Communication
ASC	Academic Success Center
BETSI	Biotechnology Education & Training Sequence Investment
BPA	Basic Police Academy
BPTE	Business, Professional & Technical Education
BRIDGES	Bridges to the Future Program
BRN	Board of Registered Nurses
BSCI	Behavioral Sciences
BSI	Basic Skills Initiative
BUSA	Business Administration
CD	Child Development
CDCG	Child Development Consortium Grant
COMM	Communication
COUN	Counseling & Personal Development
CSTU	Cultural Studies
CTELA	Career/Technical Education & Learning Assistance
CTS	Comprehensive Training System
CEWED	Continuing Education, Workforce & Economic Development
DH	Dental Hygiene
DSS	Disability Support Services
ELEC	Electronics
EMT/P	Emergency Medical Technician/Paramedic
ENGL	English
ES/A	Exercise Science/Athletics
ESL	English-as-a-Second Language
FS	Fire Science
FSP	Fitness Specialist Program
GBP	Green Building Program
HEC-NC	Higher Education Center at National City & Crown Cove Aquatic Center at Coronado
HEC-OM	Higher Education Center at Otay Mesa
HEC-SY	Higher Education Center at San Ysidro
HESA	Health, Exercise Science & Athletics
HLTH	Health
HUM	Humanities
IP	International Programs
ISS	Instructional Support Services
KC1	Kern County 1
KC2	Kern County 2
LANG	Language & Literature
LEAPS	Learning English for Academic

<u>LEGEND</u> <u>ABBREVIATION</u>	<u>DESCRIPTION</u>
LEAPT	Purposes Learning English for Academic Purpose Teaching
LIB	Library
LS	Life Science
MAAC	Metropolitan Area Advisory Committee
MATH	Mathematics
MLT	Medical Lab Technology
MFT	Marriage Family Therapy
MSE	Mathematics, Science & Engineering
NGST	National Geospatial Technology
NSF	National Science Foundation
NSF-ATE	National Science Foundation for the Advancement for Technology Education
NURS	Nursing
OIS	Office Information Systems
OWL	Online Writing Center
PA	Performing Arts
PD	Personal Development
PS	Physical Sciences
PSP	Power Study Program
RDG	Reading
ROP	Regional Occupations Program
SCI	Sciences
SDICCCA	San Diego Imperial County Community Colleges Association
SDSU	San Diego State University (SDSU) Research Foundation
SDWP	San Diego Workforce Partnership
SLO	Student Learning Outcomes
SMT	Sierra Medical Technology
SOC	Social Sciences & Humanities
SSCI	Social Sciences
STEPUP	STEP UP Biotech
SLO	Student Learning Outcome
TA	Teaching Assistant
TTT	Technology Task Team
UO	University of Oklahoma
VA	Visual Arts
VESL	Vocational English Second Language
WC	Writing Center
WELC	Writing Essentials Learning Communities Control
WL	World Languages

ITEM #18 D

Approved Adjunct Faculty

Fall 2011

September 14, 2011

Faculty Name	Department	Faculty Name	Department
Academia, John	ART	Manning, Bigkat	ART
Adame, Angel	ART	Martinez, May-ling	ART
Allard, Anthony	ART	Mattice, Catherine	ART
Anderson, Jennifer	ART	Maxwell, Peter	ART
Anderson, Shane	ART	McCloskey, Thomas	ART
Arnold, Siobhan	ART	McCord, Kathleen	ART
Bezdrovnijs, Vadims	ART	McCormick, Jerry	ART
Bracher, Curtis	ART	Meeker, Elizabeth	ART
Brooks, Kaitlin	ART	Mingus, Bernadette	ART
Bucholtz, Jeffrey	ART	Moran, Sheila	ART
Burklund, Tracy	ART	Nathan, Carolyn	ART
Carlson, Craig	ART	Navarrete, Carlos	ART
Christopher, Randall	ART	Nevin, Deborah	ART
Chwekun, John	ART	Nunnink, Timothy	ART
Clark, Nathaniel	ART	O'Donnell, Brian	ART
Coe, William	ART	Pacheco, John	ART
Cortez, Sandra	ART	Paul, Amy	ART
Crachiolo, Sarah	ART	Pelah, Sфона	ART
De Pierola-Foer, Christine	ART	Perkins, Pamela	ART
Dejoy, Steven	ART	Pollack, Patricia	ART
Dick, Brian	ART	Rapp, Michael	ART
Dillemuth, John	ART	Riberto, Vallo	ART
Dionisopoulos, George	ART	Richison, Scott	ART
Donovan, Jennifer	ART	Ross, Lauren	ART
Espinoza, Raul	ART	Scheidker, Barbara	ART
Ferreria, Christopher	ART	Shipkowski, Colleen	ART
Flood, Lois	ART	Sloben, Marvin	ART
Gaffney-Madsen, Dorothy	ART	Smith, Kristin	ART
Gerace, Veronica	ART	Smith, Spencer	ART
Gray-Adams, Grace	ART	Sobke, Catherine	ART
Greene, Wendy	ART	Stand, Todd	ART
Grinnell, Melonie	ART	Thompson, Julia	ART
Hitchcock, Damon	ART	Tolvo-Chan, Michelle	ART
Hoeger, Laura	ART	Toth, Debra	ART
Houde, Lincoln	ART	Waali, Jaami	ART
Hoyer, Katharine	ART	Walker, Rebekkah	ART
Hughes, Marybeth	ART	Walton, Scott	ART
Javier, Rizzhel	ART	Wanek, Laura	ART
Karmel, Lisa	ART	Warriner, John	ART
Karsten, Raymond	ART	Wascher, Sandra	ART
Kendricks, Ethan	ART	Weinberg, Elizabeth	ART
Kirkpatrick, Michiyo	ART	Wolf, Anne	ART
Leff, Francisca	ART	Wolf, Barbara	ART
Lewallen, Clayton	ART	Yaussey, Stephanie	ART
Lopez, Daniel	ART	Yeager, Ruff	ART
Loyer, Alana	ART	Burleson, Ana	ASC
Loza Flores, Magdalena	ART	Gangloff, Elizabeth	ASC
Mandel, Lisa	ART	Huffman, Corle	ASC

Approved Adjunct Faculty

Fall 2011

September 14, 2011

Faculty Name	Department	Faculty Name	Department
O'Toole, James	ASC	Hobson, Benito	BPTE
Wales, David	ASC	Hoffman, Amy	BPTE
Ademis, Adriel	BPTE	Jimenez, James	BPTE
Aliaga, Yolanda	BPTE	Johnson, Nancy	BPTE
Arizmendi, Ruben	BPTE	Jorgensen, Vern	BPTE
Arteaga, Elena	BPTE	Keith, Michael	BPTE
Atkins, Mark	BPTE	Kensel, Evelyn	BPTE
Austin, Nadia	BPTE	Landis, Michelle	BPTE
Barry, Amy	BPTE	Lawry, Janet	BPTE
Bartow, Patricia	BPTE	Lawry, Robert	BPTE
Baum, Ellen	BPTE	Lazarus, Larissa	BPTE
Blaisdell, Carl	BPTE	Levine, Richard	BPTE
Bonilla, George	BPTE	Lund, Eric	BPTE
Bonine, Russell	BPTE	Marcelino, Jaime	BPTE
Breining, Corey	BPTE	Marsden, William	BPTE
Calle, Jaime	BPTE	Martinez, Joe	BPTE
Campos, Victor	BPTE	Maxin, Stephen	BPTE
Contreras, Steve	BPTE	McClelland, Kathy	BPTE
Crawford, Charles	BPTE	McKee, Steve	BPTE
Davis, James	BPTE	Means, Israel	BPTE
Davis, Joseph	BPTE	Meza, Juan	BPTE
Davis, Layla	BPTE	Monaghan, Patrick	BPTE
Dawson, Michele	BPTE	Monti, Andrew	BPTE
Dela Torre, Diana	BPTE	Moreno, Chayo	BPTE
DelSol, Betty	BPTE	Mulhern, Edward	BPTE
Diaz, Robert	BPTE	Munoz, Barbara	BPTE
Dirolf, Axel	BPTE	Nava, Jorge	BPTE
Durkee, Michael	BPTE	Nelson, Todd	BPTE
Duver, Stephanie	BPTE	Nieto, Luis	BPTE
Field, Marina	BPTE	Ordonez, Jean	BPTE
Fighera, Joseph	BPTE	Pak, Victoria	BPTE
Fredericks, Nancy	BPTE	Parker, Ronald	BPTE
Galindo, Michelle	BPTE	Pavao, Daniel	BPTE
Gamboa, Henry	BPTE	Phillips, Margaret	BPTE
Gangloff, Elizabeth	BPTE	Pochodowicz, John	BPTE
Garcia, Juan	BPTE	Pretzer, Julie	BPTE
Garcia, Michelle S	BPTE	Quintana, Pablo	BPTE
Garza, Robert	BPTE	Rader, Joseph	BPTE
Gillespie, Robert	BPTE	Ramirez, Sylvia	BPTE
Goldhammer, Joseph	BPTE	Rivaldi, Matthew	BPTE
Goodman, Michaelle	BPTE	Rodriguez, Alicia	BPTE
Goycochea, Daniel	BPTE	Rodriguez, Anya	BPTE
Guthrie, Gary	BPTE	Ross, Robert	BPTE
Hall, Timothy	BPTE	Runyon, Michael	BPTE
Hammack, Elizabeth	BPTE	Sabas, Jenny Lynn	BPTE
Hazlett, Greg	BPTE	Sands, Sandra	BPTE
Hernandez, Michael	BPTE	Saunders, Thomas	BPTE
Herrera, Lizzette	BPTE	Schneemann, Frank	BPTE

Approved Adjunct Faculty

Fall 2011

September 14, 2011

Faculty Name	Department	Faculty Name	Department
Scott, Tanya	BPTE	Kropp, Sharon	DH
Selah, Gerald	BPTE	Kubischta, Karen	DH
Sepulveda, Robin	BPTE	Lawson, Mary	DH
Serrano, John	BPTE	Petralia, Laurie	DH
Sevigny, Marcia	BPTE	Stewart, Susan	DH
Sfakianakis, George	BPTE	Tibbetts, Roger	DH
Sheppard, Donald	BPTE	White, Darla	DH
Sherman, Lola	BPTE	Branman, Diane	DSS
Shorkey, John	BPTE	Carulli, Lisa	DSS
Shroyer, Larry	BPTE	Decarli, Jamila	DSS
Sikes, George	BPTE	Guerrero-Reyes, Joy	DSS
Simpson, William	BPTE	Sandoval, Soraya	DSS
Smith, Walter	BPTE	Thomason, Nicole	DSS
Speyrer, Michael	BPTE	Price, Devin	EMT/P
Sumek, Karen	BPTE	Bejar, Carlos	FS
Sweezey, Rebecca	BPTE	Bidinger, Kurt	FS
Swinford, Deanna	BPTE	Bowlin, Stephen	FS
Verdugo, Maria	BPTE	Breton, Gary	FS
Viesca, Rodrigo	BPTE	Duarte, Luis	FS
Villavicencio, Eulalia	BPTE	Garcia, Benjamin	FS
Watson, Linda	BPTE	Hall, Darren	FS
Webster, Nicole	BPTE	Hogueisson, Lawrence	FS
Wedge, Gary	BPTE	Manroe, Christopher	FS
Widjaja, Wahono	BPTE	Stolzoff, Ryan	FS
Yamada, Hope	BPTE	Velasquez, Jaime	FS
Ysla, Diana	BPTE	Alexander, Velma	HEC-NC
Zavala Garcia, Graciela	BPTE	Carr, Tanya	HEC-NC
Aguirre, Leticia	COUN	Clinch-Nagy, Pamela	HEC-NC
Carulli, Lisa	COUN	Gianulis, Patricia	HEC-NC
Francisco, Cynthia	COUN	Gomez, Aide	HEC-NC
Garcia, Georgina	COUN	Holiday, Cheryl	HEC-NC
Jimenez, James	COUN	Laramie, Sidney	HEC-NC
Kantor, Ursula	COUN	Penner, Felicity	HEC-NC
Martinez, Patricia	COUN	Plumb, Ruth	HEC-NC
McSwain, Kimi	COUN	Tolson, Liliana	HEC-NC
Munshower, Donald	COUN	Andrade, Bernardo	HEC-OM
Rodriguez, Lisa	COUN	Baza, Ronald	HEC-OM
Torres, Osvaldo	COUN	Coffeen McEvoy, Vanessa	HEC-OM
Edwards, Carla	CWRK	D'Agata, Nicolas	HEC-OM
Palma-Sanft, Mara	CWRK	Fischer, Rachel	HEC-OM
Bell, Darcie	DH	Fredericks, Nancy	HEC-OM
Claypool, Robert	DH	Harrison, Walter	HEC-OM
Davis, Margaret	DH	Laramie, Sidney	HEC-OM
Detsch, Steven	DH	Maginn, William	HEC-OM
Di Zinno, William	DH	Martin, Nathan	HEC-OM
Fuller, John	DH	McClelland, Kathy	HEC-OM
Gray, Beth	DH	Moreno, Chayo	HEC-OM
Johnson, Debra	DH	Prange, Erika	HEC-OM

Approved Adjunct Faculty

Fall 2011

September 14, 2011

Faculty Name	Department	Faculty Name	Department
Repicky, Paul	HEC-OM	Rawray Wultz, Yvonne	HESA
Sands, Sandra	HEC-OM	Razo, Margaret	HESA
Sevilla, Donna	HEC-OM	Reasons, Susan	HESA
Stanton, John	HEC-OM	Redmond, Janis	HESA
Swanegan, Pamela	HEC-OM	Smith, Michael	HESA
Tibbals, John	HEC-OM	Stone, Arthur	HESA
Trzos, Thomas	HEC-OM	Stone, Pamela	HESA
Weisblat, Irina	HEC-OM	Tovar, Tabatha	HESA
Willard, Ann	HEC-OM	Urias-Islas, Martha	HESA
Guerrero, Maria	HEC-SY	Ustaszewski, Matthew	HESA
Herrera, Lizzette	HEC-SY	Vent, James	HESA
Laramie, Sidney	HEC-SY	Villanueva, Anthony	HESA
Osorio, Mateo	HEC-SY	Von Guenther, Shannon	HESA
Ramirez, Sylvia	HEC-SY	Yahya, Ban	HESA
Tibbals, John	HEC-SY	Adame, Maria	LANG
Willard, Ann	HEC-SY	Adlparvar, Tina	LANG
Barbier, Matthew	HESA	Annicchiarico, Judith	LANG
Bishop, Dani	HESA	Aronson, Henry	LANG
Brod, Christian	HESA	Arredondo, Josue	LANG
Burks, Julie	HESA	Ashkiani, Ali	LANG
Campbell, Anthony	HESA	Ashley, Mark	LANG
Cason-Davis, Tijuana	HESA	Bacchia, Ryan	LANG
Chelik, Angela	HESA	Baker, Jodi	LANG
Cherry, Darnell	HESA	Ball, Christy	LANG
Colwell, Kyle	HESA	Bartels, Nancy	LANG
Davis, Heather	HESA	Becijos, Jeanne	LANG
Davis, Lana	HESA	Berke, Kay	LANG
De Peralta, Cliff	HESA	Brian-Hemme, Nancy	LANG
DeMarco, Jennifer	HESA	Britton, Grant	LANG
Ferrar, Kathleen	HESA	Browder, Patrick	LANG
Figuro, Karyna	HESA	Brown, Beth	LANG
Flint, David	HESA	Brown, Dawn	LANG
Flores, Cheryl	HESA	Burton, Cynthia	LANG
Flores, Robert	HESA	Cabrera, Tina	LANG
Ganz, Shayne	HESA	Cano, Nancy	LANG
Green-Williams, Lesa	HESA	Carranza, Veronica	LANG
Hazard, Allen	HESA	Castellanos, Carlos	LANG
Hileman, Wendy	HESA	Castro, Esther	LANG
Holbrook, Nicole	HESA	Cisneros, Samuel	LANG
Martel, Jay	HESA	Costello, Matthew	LANG
Mashburn, Alissa	HESA	Craig, Daniel	LANG
Nielsen, Janis	HESA	Crouch, Heather	LANG
Ortega, Jorge	HESA	Dalrymple, William	LANG
Pangelinan, Cynthia	HESA	Davis, Clara	LANG
Pinon, Michelle	HESA	Davis, Lana	LANG
Price, Michelle	HESA	De Abreu, Cassia	LANG
Ramirez, Maria	HESA	De Caterina, Linda	LANG
Ramos, James	HESA	De la Toba, Claudia	LANG

Approved Adjunct Faculty

Fall 2011

September 14, 2011

Faculty Name	Department	Faculty Name	Department
Degnan, Kevin	LANG	Lennon, Johne	LANG
DeLaParra, Maria	LANG	Lesser, Matthew	LANG
Derilo, Jennifer	LANG	Loiseau, Maurice	LANG
Diamond, Sandra	LANG	Luque, Gayle	LANG
Diaz, Walberto	LANG	Lynch, David	LANG
Dolce, Craig	LANG	Mahoney, Margaret	LANG
Dolnick, Cody	LANG	Mallen, Marion	LANG
Edwards, Allison	LANG	Martin, Sarah	LANG
Esser, Joanna	LANG	Marx, Ilsun	LANG
Evans, Siu-Fong	LANG	McCoy-Palacio, Kathleen	LANG
Falaminiano, Rosalinda	LANG	McGlynn, Pamela	LANG
Finn, Richard	LANG	Mendoza, Jose	LANG
Flynn, John	LANG	Miller, Rocky	LANG
Galvin, Geraldine	LANG	Millsagle, Silvana	LANG
Garcia-Navarrete, Sylvia	LANG	Motil, Glen	LANG
Garrett, David	LANG	Moya, Gabriela	LANG
Gervais, Ayumi	LANG	Munoz, Elia	LANG
Gibert, Marcia	LANG	Myers, John	LANG
Gilmartin, Tiffany	LANG	Ness, Katherine	LANG
Gonzalez Zuniga, Leticia	LANG	Nicolaescu, Andreea	LANG
Goodman, Rhonda	LANG	Oberlander, Kenneth	LANG
Goodrich, June	LANG	Oclancy, Andrew	LANG
Hall, Joshua	LANG	Ohara, Angela	LANG
Hankins, Richard	LANG	Onofrey, Karen	LANG
Hayashi, Faye	LANG	Ontiveros, Karla	LANG
Hayashi, Mio	LANG	Oregel, Martha	LANG
Hiskey, James	LANG	Ornelas, Uriel	LANG
Ho, Jen Yong	LANG	Osborne, Richard	LANG
Hodges, Alice	LANG	Parker, Jason	LANG
Hurwitz, David	LANG	Perez, Fiona	LANG
Innis, Eleonora	LANG	Pescar, Barbara	LANG
Iverson, Michelle	LANG	Phelps, Jason	LANG
Jarquín, Bronwyn	LANG	Pomplun, Lourdes	LANG
Jewell, Christopher	LANG	Posey, Jessica	LANG
Jimenez, Virginia	LANG	Pumpelly, Emma	LANG
Johnson, Geoffery	LANG	Ramos, Micaela	LANG
Jones, Leeann	LANG	Rayos, Ofelia	LANG
Kading, Silvia	LANG	Reed, Kjersti	LANG
Kafka, Tina	LANG	Reeves, Robert	LANG
Kallas, George	LANG	Rhodes, Joseph	LANG
Kennedy, Martha	LANG	Rieder, John	LANG
King, Tanya	LANG	Rodriguez, Luz	LANG
Kinkade, Martha	LANG	Rodriguez, Masako	LANG
Kovach, Charles	LANG	Russell, Alessandra	LANG
Kuratani, Asuka	LANG	Rutter, Marsha	LANG
Lannen, Victoria	LANG	Salkey, Tahnee	LANG
Law, Cathy	LANG	Sargent, Denise	LANG
Legakis, James	LANG	Scanlan, John Stephen	LANG

Approved Adjunct Faculty

Fall 2011

September 14, 2011

Faculty Name	Department	Faculty Name	Department
Schmitz, Veronica	LANG	Baldwin, Gwen	MSE
Selder, Dennis	LANG	Barry, Alexis	MSE
Shumaker, Patrice	LANG	Bas, Bulent	MSE
Slater, Seth	LANG	Becker, Sid	MSE
Smith, Lisa	LANG	Beller, Martha	MSE
Smith, Ronald	LANG	Bentley, Diane	MSE
Sommer, Rikke	LANG	Blamey, Thomas	MSE
St Louis, Renee	LANG	Bolton, Bradley	MSE
Stagnaro, Roberta	LANG	Boone, Michael	MSE
Stuardo, Carol	LANG	Brinton, Karen	MSE
Talamantes, Evelia	LANG	Brown, Danielle	MSE
Tassi, Jane	LANG	Buibas, Martha	MSE
Teagle, Eleanor	LANG	Burnett, Christina	MSE
Truby, Mary	LANG	Busken, Timothy	MSE
Urbina, Yoryana	LANG	Carr, Lisa	MSE
Uyesugi, Eriko	LANG	Cavan, Donald	MSE
Vanness, Karen	LANG	Cebecioglu, Burak	MSE
Vargas, Michaela	LANG	Cellilli, Gerald	MSE
Wade, Alan	LANG	Chambers, Fred	MSE
Walsh, David	LANG	Chase, Palmer	MSE
Weaver, Michele	LANG	Clark, Leonard	MSE
Weigle, Marnie	LANG	Clayton, Stanley	MSE
Wenzell, James	LANG	Costello, Philip	MSE
White, Siobhan	LANG	Curiel, Nemo	MSE
Whitworth, Emma Lee	LANG	De la Lama, Carlos	MSE
Willingham, Ryan	LANG	Emami, Mohammad	MSE
Yamamoto, Yuki	LANG	Etheridge, Philip	MSE
Zunic, Koraljka	LANG	Figueroa, Silvia	MSE
Carr, Tanya	LIB	Fowler, Randall	MSE
Gianulis, Patricia	LIB	Garcia, Alba	MSE
Laramie, Sidney	LIB	Gloria, Rachel	MSE
Martin, Nathan	LIB	Gramada, Apostol	MSE
Prange, Erika	LIB	Greenheck, Daniel	MSE
Smithey, Rachel	LIB	Griffith-Jackson, Shaunte	MSE
Stanton, John	LIB	Hafer, Fred	MSE
Tibbals, John	LIB	Hakanson, John	MSE
Torres, Patricia	LIB	Hecht, Irwin	MSE
Willard, Ann	LIB	Higa, Herman	MSE
Gurfinkiel, Myrna	MLT	Holcombe, Coryna	MSE
Jurgensmeier, Lawrence	MLT	Hollman, Irene	MSE
Olaes, Marilyn	MLT	Huynh, Christina	MSE
Sumwalt, Beverly	MLT	Imbach, Daniel	MSE
Triplett, Alicia	MLT	Jackson, Jennifer	MSE
Achacoso, Katherine	MSE	Johnson, Lloyd	MSE
Ahrar, Mohammad	MSE	Khachatourians, Victor	MSE
Al-Fekri, Dheya	MSE	Kinzel-Porter, Michelle	MSE
Alvarez, Luz	MSE	Kitchev, Todor	MSE
Arroyo, Annalinda	MSE	Kohani, Kaveh	MSE

Approved Adjunct Faculty

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Faculty Name	Department	Faculty Name	Department
Lederman, Barry	MSE	Underhill, M	MSE
Lehpamer, Hrvoj	MSE	Uselman, Georgia	MSE
Lehpamer, Monica	MSE	Vallejo, Cheryl	MSE
Lieu, Tam	MSE	Valtierra, Hector	MSE
Malskis, John	MSE	Waayers, Gary	MSE
Mansfield, Gabriela	MSE	Waayers, Robyn	MSE
Matz, Stuart	MSE	Wade, James	MSE
Medin, Sherooq	MSE	Wilson, John	MSE
Medler, Shery	MSE	Wong, Derek	MSE
Miles, Selene	MSE	Woo, Mary	MSE
Miller-Hicks, Bryan	MSE	Yang, David	MSE
Monroe, Margo	MSE	Yanich, Jeffrey	MSE
Monteverde Klin, Megan	MSE	Yslas-Thompson, Yolanda	MSE
Moore, Ryan	MSE	Zayas-Alvarez, Dulce	MSE
Navo, Christopher	MSE	Ziegler, Carole	MSE
Nelipovich, Jill	MSE	Atis, Glend	NURS
Nguyen, Kelly	MSE	Baker-Jones, Stephanie	NURS
Nguyen, Thanh	MSE	Boland, Judy	NURS
Obyrne, Christopher	MSE	Bowers, Jean	NURS
Oman, Margaret	MSE	Brown, Honorene	NURS
Osborne, Philip	MSE	Dela Cruz-Torio, Leslie	NURS
Phung, Victoria	MSE	Du, Lisa	NURS
Raffo, Lamia	MSE	Esteybar, Jason	NURS
Ramirez, Ajax	MSE	Fernando, Helen	NURS
Reynolds, Briana	MSE	Gregorio, Marilou	NURS
Rivera, Juan	MSE	Hoskins, Dave	NURS
Rouzbehani, Kianoush	MSE	Jackson, Michael	NURS
Ryan, John	MSE	Kohler, Denise	NURS
Sadjadi, Sina	MSE	Lacar, Rosemarie	NURS
Safaei, Mehdi	MSE	Ledesma, Kristine	NURS
Safaei, Shirin	MSE	Luu, Arlene	NURS
Salehpoor, Zahra	MSE	Mayo, Alex	NURS
Samson, April	MSE	McManus, Alison	NURS
Schnitz, Andrea	MSE	Miralles, Nora	NURS
Schraff, Andrew	MSE	Novencido, Erlinda	NURS
Selchau, Lisa	MSE	Osthimer, Jeffery	NURS
Shipowick, Rory	MSE	Reynolds, Mylene	NURS
Small, Rachel	MSE	Schroder, Geoffrey	NURS
Smith Bass, Holly	MSE	Swillum, Jean	NURS
Steinberg Tatman, Galina	MSE	Thibodeaux, Mariaelena	NURS
Stovall, Kevin	MSE	Villarica, Michelle	NURS
Sundblad, Kristina	MSE	Walters, Myrna	NURS
Sward, William	MSE	Abassi, Shogofa	SOC
Terzich, Martha	MSE	Abdelkader, Najah	SOC
Tran, Donnie	MSE	Allan, Asher	SOC
Truesdale, Harold	MSE	Allen, Sharon	SOC
Tschopp, Juerg	MSE	Augsburger, Christina	SOC
Um, Joann	MSE	Bracy, Nicole	SOC

Approved Adjunct Faculty

Fall 2011

September 14, 2011

Faculty Name	Department	Faculty Name	Department
Buckles, Gregory	SOC	Winter, Anna	SOC
Cardona Gerena, Israel	SOC	Yaronne, Robert	SOC
Chavez, Victoria	SOC	Zamudio, Paula	SOC
Contreras, Rudy	SOC		
Corbett, James	SOC		
Cuddy, Lucas	SOC		
Cuddy, Zachary	SOC		
Dinckan, Gulay	SOC		
Eduok, Edet	SOC		
Eggerman, Jason	SOC		
Elahi-Shirazi, Homayun	SOC		
Fassler, Molly	SOC		
Forsyth, Claudia	SOC		
Frederick, Richard	SOC		
Galace, Maria	SOC		
Gauss, David	SOC		
Gibson, Richard	SOC		
Golden, Debra	SOC		
Gomez, Emilio	SOC		
Gomez, Wayne	SOC		
Grosse, Perry	SOC		
Guaracha, Anthony	SOC		
Hall, Somer	SOC		
Harris, Bonnie	SOC		
Herrin, Bridget	SOC		
Hiatt, Kimberly	SOC		
Klein, Melinda	SOC		
Lopez-Aramburo, Maria	SOC		
Luna, Brandon	SOC		
McGovern, Maureen	SOC		
McGraw, Bruce	SOC		
Mike, Annette	SOC		
Moore, Jeffrey	SOC		
Nichols, Roger	SOC		
Palmer, Diane	SOC		
Peacock, Elizabeth	SOC		
Saenz, Arthur	SOC		
Simpson, Adrienne	SOC		
Smith, Danielle	SOC		
Snider, Elizabeth	SOC		
Spike, Ananda	SOC		
Stone, Pamela	SOC		
Streed, Adam	SOC		
TerBest, James	SOC		
Valdos, Yanina	SOC		
Vera, Marina	SOC		
Wasko, James	SOC		
Westbrook, James	SOC		

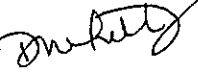
DEPT CODE	DESCRIPTION
ART	Arts & Communication
ASC	Academic Success Center
BPTE	Business, Professional & Technical Education
COUN	Counseling & Personal Development
CWRK	CalWORKs
DH	Dental Hygiene
DSS	Disability Support Services
EMT/P	Paramedic
FS	Fire Science
HEC-NC	Higher Education Center at National City
HEC-OM	Higher Education Center at Otay Mesa
HEC-SY	Higher Education Center at San Ysidro
HESA	Health, Exercise Science & Athletics
LANG	Language & Literature
LIB	Library
MLT	Medical Lab Technician
MSE	Mathematics, Science & Engineering
NURS	Nursing
SOC	Social Sciences & Humanities

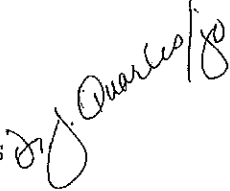
ITEM #19 E

September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Jackie Osborne 
Director of Human Resources

SUBJECT: Employment of Patti Larkin

I recommend the employment of Patti Larkin as Director of Financial Aid, Evaluations and Veteran Services, effective September 15, 2011. This is a 12-month classified administrator position.

Ms. Larkin has earned the following degrees:

- Associate of Arts in General Studies, Southwestern College in 2005

Ms. Larkin has held the following positions at Southwestern College:

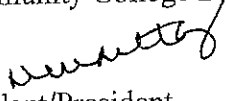
- 2011, Acting Director of Institutional Technology
- 2010, Acting Director of Facilities, Operations and Planning
- 2000 – Present, Director of Bookstore
- 1985 – 2000, Bookstore Operations Specialist

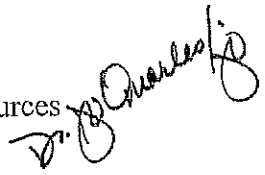
DW:JQ


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Jackie Osborne 
Director of Human Resources

SUBJECT: Employment of Brian Ebalo

I recommend the employment of Brian Ebalo as Instructional Support Services Supervisor, effective September 15, 2011. This is a 12-month, classified administrator position.

Mr. Ebalo has earned the following degrees:

- Masters of Public Administration with an emphasis in Public Finance, National University in 2009
- Bachelor of Arts in Liberal Arts and Social Science, San Diego State University in 2006
- Associate of Arts in Transfer Studies, Southwestern College in 2004

Mr. Ebalo has held the following positions:

- 2007 – Present, Admissions & Records Technician, Southwestern College
- 1998 – 2006, Sales Manager, Vans Shoes, Inc

DW:JQ

ITEM #19 I

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:

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPARTMENT/ SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>	<u>COST</u>
Segal, Brett	Tutor-ASC/WC	ASC	\$10.00	08/29/11-06/30/12	\$5,450.85
Jasso, Sandy	Student Services Asst.	DSS	\$14.00	08/15/11-09/12/11	\$2,548.71
Santos, Katherine	Clerk Aide	Financial Services	\$16.00	09/01/11-10/31/11	\$2,558.27
Munshower, Donald	College Representative	HEC-NC	\$14.67	07/01/11-06/30/12	\$6,326.04
Ritchie, Naomi	College Representative	HEC-NC	\$14.67	07/01/11-06/30/12	\$8,884.89
Serrano, Mark	TA-Fire Science	HEC-OM	\$15.00	08/11/11-06/30/12	\$436.07
Teller, Naomi	Lab Assistant-Surg Tech	HEC-OM	\$35.00	08/15/11-12/18/11	\$9,157.43
Ybarra, Antonio	Firearm Trainer	HEC-OM	\$52.60	08/15/11-06/30/12	\$3,149.95
Co Signorelli, Marjorie	Athletic Trainer	HESA	\$20.00	08/22/11-06/30/12	\$4,845.20
Hammond, James	Athletic Trainer	HESA	\$30.16	08/01/11-06/30/12	\$25,430.33
Hatch, Breanna	Lifeguard	HESA	\$11.00	08/29/11-06/30/12	\$799.46
Lowe, Benjamin	Athletic Trainer	HESA	\$20.00	08/22/11-06/30/12	\$4,845.20
Ohkubo-Kuo, Tomoko	Athletic Trainer	HESA	\$20.00	08/22/11-06/30/12	\$4,845.20
Valenzuela, Christian	Lifeguard	HESA	\$11.00	08/29/11-06/30/12	\$799.46
Haro, Rosita	Clerk Aide	Lang & Lit	\$13.82	08/09/11-10/31/11	\$8,035.28
Chung, Jae	Inst Lab Technician-Biology	MSE	\$19.53	08/22/11-09/14/11	\$3,406.56
Limon, Mar**	Clerk Aide	MSE	\$16.25	08/15/11-10/14/11	\$3,464.00
Sevilla, Lourdes**	Administrative Secretary II	MSE	\$27.96	08/15/11-08/26/11	\$1,186.00
Ware, Lynda**	Administrative Secretary II	MSE	\$20.81	08/22/11-10/21/11	\$4,437.00
Flores, Jasmine	Clerk Aide	OIE	\$15.00	08/15/11-12/14/11	\$8,176.27
Marasigan, Jenny**	ASO Assistant	Student Activities	\$21.00	09/01/11-09/15/11	\$2,034.98
					<u>\$110,817.15</u>

1b. District-Funded Assignments

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPARTMENT/ SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>	<u>COST</u>
Herrera, Peter	Workshop Facilitator	ASC	\$50.00	11/01/11-06/30/12	\$242.26
Cardoza, Matthew	Recruit Training Officer	HEC-OM	\$25.00	09/15/11-06/30/12	\$9,084.75
Litchfield, Troy	TA-EMT	HEC-OM	\$15.00	09/15/11-06/30/12	\$581.42
O'Neal, Preston	TA-EMT	HEC-OM	\$15.00	09/15/11-06/30/12	\$436.07
Gonzalez, Jorge	Scorekeeper (Volleyball)	HESA	\$10.00	10/13/11-12/15/11	\$239.54
Gonzalez-Mendoza, Isaac	Scorekeeper (Volleyball)	HESA	\$10.00	10/13/11-12/15/11	\$239.54

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPARTMENT/ SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>	<u>COST</u>
Mashburn, Alissa	Asst Coach (W.Water Polo)	HESA	\$25.00	10/13/11-12/16/11	\$3,892.53
Mathewson, Maurice	Scorekeeper (Volleyball)	HESA	\$10.00	10/13/11-12/15/11	\$239.54
Puleo, Joseph	Basketball Asst (Men)	HESA	\$10.00	10/15/11-03/31/12	\$239.54
					<u>\$15,195.19</u>

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

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

2011-12

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DEPARTMENT/ SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>	<u>COST</u>
Segal, Brett	Tutor-T3	ASC	\$15.00	08/29/11-06/30/12	\$1,615.68
Billings, Janet	Buyer Assistant	Bookstore	\$17.50	08/01/11-08/31/11	\$4,239.55
Cherry, Darnell	CFK Coordinator	CEEWD	\$40.00	07/05/11-07/21/11	\$2,422.60
Hodges, Georgina	Clerk Aide	CEEWD	\$14.77	08/09/11-08/19/11	\$1,288.14
Litchfield, Troy	TA-Skills Test	HEC-OM	\$25.00	09/15/11-06/30/12	\$969.04
O'Neal, Preston	TA-EMT Testing	HEC-OM	\$25.00	09/15/11-06/30/12	\$726.78
Sanchez-Gallego, Susana	Instructional Aide (Perkins)	HEC-OM	\$16.00	09/14/11-05/18/12	\$11,163.34
Hatch, Breanna	Turtle Swim Instructor	HESA	\$11.50	08/29/11-06/30/12	\$696.50
Kardell, Juliet	Clerk Aide (MESA)	MSE	\$15.00	08/22/11-09/14/11	\$1,453.00
Escobedo, Eduardo	Hrly Ld. Assoc Director	SBDC Network	\$35.00	08/11/11-09/30/11	\$8,721.36
Schneider, Jim	Business Consultant	SBDC Network	\$40.00	07/25/11-12/31/11	\$8,721.36
Schneider, Jim	Outreach Consultant	SBDC Network	\$30.00	07/25/11-12/31/11	\$6,541.02
Tucker, Jan	Marketing Consultant	SBDC Network	\$35.00	07/01/11-12/31/11	\$7,631.19
					<u>\$56,189.56</u>

Summary:

2011-12

1. Short-Term, Non Academic Hourly Assignments:	\$110,817.15
a. Notification of Emergency Assignments	\$15,195.19
b. District Funded Assignments	\$56,189.56
c. Fee-Based/Project/Grant-Funded Assignments	
GRAND TOTAL:	<u>\$182,201.90</u>

ASTERISK LEGEND

*	Full-time student
**	Substitute
***	60 Day recruitment

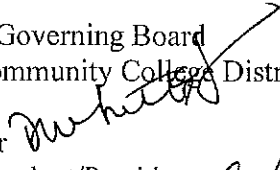
<u>LEGEND</u> <u>ABBREVIATION</u>	<u>DESCRIPTION</u>	<u>LEGEND</u> <u>ABBREVIATION</u>	<u>DESCRIPTION</u>
ACLS	Advance Cardiac Life Support	iLeap	San Ysidro Introduction to Learning English for Academic Purposes
ADN	Associate Degree Nursing	ISS	Instructional Support Services
ARRA	American Recovery & Reinvestment Act	ITC	Interdisciplinary Tutorial Center
A&R	Admissions & Records	Lang & Lit	School of Language & Literature
ASC	Academic Success Center	LRC	Learning Resource Center
BETSI II	Biotechnology Education & Training Sequence Investment II	MSE	School of Mathematics, Sciences & Engineering
BFAP	Board of Financial Assistance Program	MW	Men & Women
BPTE	School of Business, Professional and Technical Education	NAP	Navy Apprenticeship Program
BSI	Basic Skills Initiative	NGTC	National Geospatial Technology Center
CCAMPIS	Child Care Assess Means Parents in School	OWL	Online Writing Lab
CCGR	Communications, Community & Government Relations	PFA	Preschool for All
CDBG	Community Development Block Grant	PSP	Peer Study Program
CEEWD	School of Continuing Education, Economic & Workforce Development	PCCS	Purchasing, Contracting & Central Services
CTECS	Center for Technical Education & Career Success	Res, Plan & Grants SBDC Network	Research, Planning & Grants Small Business Development Center
DH	Dental Hygiene	SBDITC	Small Business Development & International Trade Center
DSS	Disability Support Services	SCPD	School of Counseling & Personal Development
EOPS	Extended Opportunities Services	SDCWA	San Diego County Water Authority
HEC-NC	Higher Education Center at National City & Crown Cove Aquatic Center at Coronado	SDCOC	San Diego Contracting Opportunity Center
HEC-NC/FRC	Higher Education Center at National City/Family Resource Center	SI	Supplemental Instruction
HEC-OM	Higher Education Center at Otay Mesa	T3	Tutors, Tweens, & Teens
HEC-SY	Higher Education Center at	TA	Teaching Assistant
		WC	Writing Center

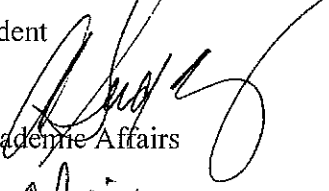
ITEM #20A1.1

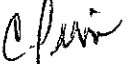
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Acting Vice President for Academic Affairs

INITIATED BY: Christine M. Perri, RDH, MA 
Dean, Higher Education Center at National City and Crown Cove Aquatic
Center

SUBJECT: Agreements with Eid Passport, Inc. RAPIDGate Program

RECOMMENDATION

Ratify Agreements with Eid Passport, Inc.'s RAPIDGate Program, for the purpose of compliance with the Department of the Navy newly implemented Navy Commercial Access Control System (NCACS) within the Continental United States, for the period September 1, 2011 to August 30, 2012, inclusive, in an amount not to exceed \$2,000.

RAPIDGate Program for Naval Air Station, North Island	No. A3340.11
RAPIDGate Program for Naval Base, San Diego	No. A3341.11
RAPIDGate Program for Naval Base, Coronado	No. A3342.11

RATIONALE FOR RATIFICATION

In accordance with the Department of the Navy and Commander, Navy Installation Command Notice 5530, Eid Passport, Inc.'s RAPIDGate Program was approved for implementation in the San Diego region beginning September 1, 2011.

OVERVIEW

These agreements with Eid Passport, Inc. will provide for necessary faculty, staff, and administrative access onto Naval Air Station North Island, and Naval Base San Diego. Southwestern College Higher Education Center, National City currently offers classes through the Navy College Program and Southwest Regional Apprenticeship Program at the Naval Air Station, North Island. These activities generate 28.4 FTES per semester. Additionally, the Higher Education Center, National City provides for college representatives at Naval Air Station, North Island and Navy Base San Diego (32nd Street).

FISCAL IMPACT/ACCOUNT

NTE \$2,000 Cost to the District/Account No. 1-45110-600090-960 (General Funds)

CMP/alh

RAPIDGate Company Enrollment Form

Thank you for enrolling in the RAPIDGate[®] Program. Please follow these instructions:

1. Complete the Enrollment Information (Part A).
2. Carefully read and sign the RAPIDGate User Agreement: Companies (Part B).
3. Fax the entire form to 503-924-5320, attention RAPIDGate Customer Service.
4. If you have any questions, please call 1-877-RAPIDGate (1-877-727-4342).

Part A: Enrollment Information

The following information is required and must be completed by an authorized representative of your company.

At which installation is your company enrolling? Naval Air Station, North Island
Does your company require 24x7 access to the installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you enrolled in the RAPIDGate Program at another installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list the installation(s) at which you are enrolled:

Your Company Information

Company Name:	Southwestern Community College District		
Website Address:	http://www.swccd.edu/		
Phone:	619-216-6668	Fax:	
Billing Address:	900 Otay Lakes Road		
City:	Chula Vista	State:	CA
		Zip Code:	91910
Country:	US		

Tenant Sponsor Information (This is a government agent at the installation that can verify your company's legitimate business).

Sponsor Organization (i.e. Commissary, Security Office, Hospital, AAFES): Puget Sound Naval Shipyard & IMF (PSNS)	
Sponsor's Name: Dave Evans	
Sponsor's Title: Security Coordinator	
Sponsor's Email: david.e.evans@navy.mil	
Sponsor's Phone: 619-545-1600	
Contract No.: N/A	Expiration Date: N/A

Billing Information

Company Enrollment Fee*: \$199 Employee Registration Fee*: \$159

*The fees to enroll in Multi-Facility is at a discounted rate. Contact *RAPIDGate* Customer Service at 1-877-727-4342 to find out about the rates. Eid Passport, Inc. reserves the right to change the *RAPIDGate* Program fees at its sole discretion.

Payment Method (Please Select): Visa ☐ MasterCard ☐ Discover ☐ AMEX ☐
Check* ☐ Electronic Check* (Fill out bottom of page 3.) ☐

If Credit Card: Cardholder's Name:

Credit Card Number:

Security Code (3 or 4 digits):

Credit Card Expiration: Month: Year:

Credit Card Holder's Billing Address:

City: State: Zip Code:

Expected Number of Employee Registrations: 4

Please list the names of authorized participating employees names here only if you want the registration fees billed to the form of payment selected above. Do not list the employees' personal information. Attach an additional page for more than 10 authorized employees.

1. Taft, Dawn R.

2. Rivera, Juan Jose

3. Repicky, Paul A

4. Arredondo-Nunez, Josue

5.

6.

7.

8.

9.

10.

Please initial the appropriate box:

☐ I authorize payment to enroll my company and to register the number of employees with the form of payment cited above.

☐ I authorize payment to enroll my company with the form of payment listed above.

* Checks should be made payable to **Eid Passport, Inc.** Please mail to:

Eid Passport, Inc.
10450 SW Nimbus Avenue, Bldg R-A
Portland, OR 97223
Attention: Accounts Receivable

Representative from Your Company in Charge of *RAPIDGate* Administration ("RAPIDGate Company Administrator")

Name: Christine Perri	Email: cperri@swccd.edu
Title: Dean, Higher Education Center National City	
Phone: 619-213-6668	Fax: 619 216-6678

Individual Enrolling Company Check here ☐ if this individual can be a second point of contact for the *RAPIDGate* Program. (This person will have the same authorities as the person listed above).

Name: Andre Harris	Email: aharris@swccd.edu
Title: Coordinator, Higher Education Center	
Phone: 619 216-6669	Fax: 619 216-6678

Electronic Check Authorization (Only applicable if you are paying by electronic check).

Name as appears on Check:	
Account Number:	
Routing Number:	
Check Number:	
Authorized Debit Amount:	
Signature _____ Date _____	
I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree to notify merchant in writing of any changes in my account information or termination of this authorization 15 days prior to the due date of the charges. I understand that cancellations must be made in writing and I will not dispute merchant debiting my checking/savings account, so long as the amount corresponds to the terms indicated in this contract.	

Eid Passport and *RAPIDGate* are trademarks of Eid Passport, Inc.

B. *RAPIDGate* USER AGREEMENT: COMPANIES

Terms and Conditions of Your Company's Enrollment, and Renewal of Enrollment, in Eid Passport, Inc.'s *RAPIDGate*[®] Program.

Please carefully read the following terms and conditions of this *RAPIDGate* User Agreement ("Agreement"). It is a legally binding contract and affects your company's legal rights.

By signing this Agreement below, and in consideration of the mutual covenants, terms and conditions described in this Agreement, you (1) certify that you have the authority to bind your company to the terms and conditions of this Agreement; (2) accept, on behalf of your company, the terms and conditions of this Agreement; and (3) agree, on behalf of your company, to be bound by the terms and conditions of this Agreement.

Eid Passport, Inc. ("Eid Passport") enters into this Agreement with your company on behalf of itself and on behalf of its related companies, subsidiaries, affiliates and successors.

1. Definitions

For purposes of this Agreement, the following definitions apply:

"Applicant" is an individual who has registered to become an authorized *RAPIDGate* badgeholder.

"Authorized *RAPIDGate* badgeholder" is an individual who has passed a *RAPIDGate* background screening, meets all other *RAPIDGate* program eligibility requirements, and has been issued a *RAPIDGate* badge, thereby entitling the individual to the *RAPIDGate* program access privileges at participating facilities.

"Background screening" and "background screenings" refer to a process by which *RAPIDGate* applicants and authorized *RAPIDGate* badgeholders consent to ongoing review of certain information relating to their background, to determine whether they meet the *RAPIDGate* program's eligibility requirements.

"Company" refers to the company, department or entity that enrolls in the *RAPIDGate* program.

"Enroll" is the procedure by which a company seeks and obtains authorization for its employees to register for the *RAPIDGate* program.

"Fail" refers to a background screening result by which an individual is determined to NOT meet the *RAPIDGate* background screening criteria, and which disqualifies the individual from being an authorized *RAPIDGate* badgeholder.

"Participating facility" is any military or other governmental base, installation, department, organization, building, unit, site or other location that offers *RAPIDGate* access privileges to authorized *RAPIDGate* badgeholders.

"Pass" refers to a background screening result by which an individual is determined to meet the *RAPIDGate* background screening criteria, and which qualifies the individual to be an authorized *RAPIDGate* badgeholder if the individual meets all *RAPIDGate* program eligibility requirements.

"*RAPIDGate* badge" is a credential that is issued to authorized *RAPIDGate* badgeholders. Depending upon the participating facility, the *RAPIDGate* badge may be issued either by Eid Passport or by the United States government, and may contain Radio Frequency Identification ("RFID") or other identifying technology.

"*RAPIDGate* Company Administrator" is an employee of a company that is enrolled in the *RAPIDGate* program, whom the company assigns to be in charge of the company's internal *RAPIDGate* administration.

"Register" is the procedure by which an applicant initiates the process to become an authorized *RAPIDGate* badgeholder.

2. *RAPIDGate* Program Introduction

Welcome to Eid Passport's *RAPIDGate* program! The *RAPIDGate* program has been developed to enhance access security at participating United States military and other government facilities. It also is designed to improve on-site access for eligible companies and their employees who conduct official business on such facilities on a recurring basis.

The enrollment process is simple. First, your company must receive approval from a participating facility to enroll in the *RAPIDGate* program. Next, your company completes all required enrollment documentation and pays the *RAPIDGate* enrollment fee. Eid Passport then validates your company's eligibility to enroll in the *RAPIDGate* program. Upon enrollment, your company provides *RAPIDGate* Customer Service with a list of approved employees and pays for their

RAPIDGate registrations. Those employees may then register for the RAPIDGate program at the RAPIDGate Registration Station located at the participating facility(ies) for which your company is enrolled.

Eid Passport will carefully screen each individual who registers for the RAPIDGate program. As part of the registration process, each applicant must pass a confidential RAPIDGate background screening. Each applicant who passes the background screening and who meets all other RAPIDGate program eligibility requirements will be issued a RAPIDGate badge to wear for entrance onto participating facilities. The RAPIDGate badge is part of an integrated solution that lets the participating facility know that the individual is an authorized RAPIDGate badgeholder who meets the RAPIDGate program eligibility requirements for access to the facility. Depending upon the participating facility, the RAPIDGate badge may contain RFID or other identifying technology to record when the RAPIDGate badgeholder arrives at and departs a participating facility, and to track the RAPIDGate badgeholder's whereabouts while on-site at the participating facility.

Your company's RAPIDGate enrollment, and its authorized RAPIDGate badgeholders' access privileges, are valid for a set period of time as determined by the participating facility, provided that your company and its authorized RAPIDGate badgeholders continue to meet the RAPIDGate program eligibility requirements at all times. Eid Passport may conduct periodic background screenings of your company's authorized RAPIDGate badgeholders on a regular basis, to verify their continued eligibility. Renewals in the RAPIDGate program are subject to your company's, and its authorized RAPIDGate badgeholders', continued eligibility.

Some participating facilities maintain the RAPIDGate program as an optional service. Such facilities do not require companies or their employees to join the RAPIDGate program; employees who are not authorized RAPIDGate badgeholders continue to have access privileges to the participating facility pursuant to the facility's usual entry requirements and procedures. At other participating facilities, employees will not be allowed to enter the participating facility unless they are authorized RAPIDGate badgeholders. Please check with RAPIDGate Customer Service or the participating facility for details.

3. The RAPIDGate Program is NOT a Pre-Employment or Employee Screening Service

The RAPIDGate program is not a pre-employment or employee screening service. Eid Passport conducts background screenings of your company's employees solely for the purpose of determining their eligibility to be authorized RAPIDGate badgeholders. Your company may not use the RAPIDGate program, including the RAPIDGate background screenings, for pre-employment or employment-related purposes.

BY SIGNING THIS AGREEMENT BELOW, YOU AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL NOT USE THE RAPIDGate PROGRAM, INCLUDING THE RAPIDGate BACKGROUND SCREENINGS, FOR ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED PURPOSES. YOU FURTHER AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT, ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, FOR AND OF ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION MADE AGAINST EID PASSPORT OR ANY AGENCY OF THE UNITED STATES GOVERNMENT ARISING FROM ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED ACTION TAKEN BY YOUR COMPANY AGAINST ANY INDIVIDUAL, RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE RAPIDGate PROGRAM.

4. Confidential Background Screenings (Required)

Eid Passport takes seriously its commitment to security. That is why Eid Passport restricts its RAPIDGate program to companies and their employees who, at all times, meet all RAPIDGate program eligibility requirements including the RAPIDGate background screening criteria established for participating facilities.

To register for the RAPIDGate program and to become an authorized RAPIDGate badgeholder, your company's employees must consent to undergo, and must pass, a background screening to verify their eligibility. Additional background screenings may be conducted on authorized RAPIDGate badgeholders at any time or times, to verify their continued eligibility. By registering with the RAPIDGate program, the employees consent to such background screenings.

Background screenings will be conducted on individuals under circumstances that may include but are not limited to the following:

- When they first register for the RAPIDGate program
- Periodically and at any time or times while they are authorized RAPIDGate badgeholders
- When your company renews its employees' RAPIDGate badges
- At any time upon request by the participating facility(ies) for which the employees are authorized RAPIDGate badgeholders
- At any time upon request by any governmental department or agency that issues RAPIDGate badges (see Section 5, below)
- At any time, in Eid Passport's sole discretion, to verify that authorized RAPIDGate badgeholders meet the RAPIDGate program's eligibility requirements

ANY EMPLOYEE WHO DOES NOT CONSENT TO UNDERGO THE RAPIDGate BACKGROUND SCREENINGS, IS INELIGIBLE TO BE AN AUTHORIZED RAPIDGate BADGEHOLDER.

by Eid Passport

Eid Passport contracts with one or more third-party background screening providers to conduct *RAPIDGate* background screenings. The data obtained during the registration process and/or through the background screenings may vary by participating facility and may include any or all of the following:

Individual Information:

- Name
- Social Security Number
- Company-issued Employee Identification Number
- Individual photo
- Date of birth
- Fingerprints
- Address
- Phone number
- Social Security Number verification
- Felony and misdemeanor convictions
- Outstanding warrants
- Sexual offender convictions
- Terrorist or OFAC watch lists
- Driver's license (including all information and images stored on the license)

Public records may be used in the background screening reports, such as civil and/or criminal records. Your company's employees have the right to dispute the information on the report and to request additional disclosures provided under section 606(b) of the Fair Credit Reporting Act ("FCRA"), and a written summary of the employee's rights pursuant to section 609(c) of the FCRA.

If any background screenings produces a "fail" result, Eid Passport and/or its third-party background screening providers will so notify the affected employee. Eid Passport also may notify your company, and possibly also the participating facility(ies), of the employee's "fail" result. In the event of a "fail" result, the employee, and only the employee, will be provided with a copy of his or her background screening report. The employee will be afforded an opportunity to dispute the information in it. If the employee does not timely dispute the background screening results or, if the employee does so but is unsuccessful in changing the results, the employee will not qualify to be an authorized *RAPIDGate* badgeholder. Your company, and possibly also the participating facility(ies) and/or other agency of the United States government, will be so notified.

Eid Passport and/or its third-party background screening providers will NOT provide your company with a copy of the background screening reports or disclose to your company the contents of the background screening reports. Eid Passport may provide the participating facility(ies) and/or other United States government agency with the name and/or other identifying information of your company's employees who are authorized *RAPIDGate* badgeholders. In addition, depending upon the type of *RAPIDGate* badge that is issued to your company's authorized *RAPIDGate* badgeholders (see Section 5, below), Eid Passport also may provide your company, and/or the participating facility(ies) and/or other agency of the United States government, with records of the authorized *RAPIDGate* badgeholders' arrival and departure history, and/or records of their whereabouts, at the participating facility(ies).

YOU HEREBY AUTHORIZE EID PASSPORT AND/OR ITS THIRD-PARTY BACKGROUND SCREENING PROVIDER(S) TO RETAIN YOUR COMPANY'S EMPLOYEES' DATA, AND ANY UPDATES TO THAT DATA, FOR A COMMERCIALLY REASONABLE PERIOD OF TIME. EID PASSPORT AND ITS THIRD-PARTY BACKGROUND SCREENING PROVIDERS ARE COMMITTED TO MAINTAINING THIS DATA IN THE STRICTEST OF CONFIDENCE, AND FOLLOW STRINGENT FAIR INFORMATION PRACTICES IN ACCORDANCE WITH THE FCRA AND OTHER APPLICABLE LAWS AND REGULATIONS.

5. Rights and Obligations of Enrolled Companies and Authorized *RAPIDGate* Badgeholders

- ***RAPIDGate* badge.** The *RAPIDGate* badge is for the sole and exclusive use of the authorized *RAPIDGate* badgeholder. The *RAPIDGate* badgeholder may not share, lend or transfer his or her *RAPIDGate* badge to anyone else.

The *RAPIDGate* badge by itself does not guarantee quick access to, or any access to, any participating facility. For security reasons and under applicable laws, rules and regulations, the participating facility always has the final say on who may enter, and under what circumstances.

The *RAPIDGate* badge may be issued by Eid Passport, or it may be issued directly by the participating facility or another agency or department of the United States government. A government-issued *RAPIDGate* badge may entitle your company and/or its authorized *RAPIDGate* badgeholders to certain government privileges or rights, and/or impose upon your company and/or its authorized *RAPIDGate* badgeholders certain government obligations or restrictions, in addition to but outside of and unrelated to the *RAPIDGate* program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued *RAPIDGate* badges.

In the event that an Eid Passport-issued *RAPIDGate* badge is lost, damaged or stolen, the authorized *RAPIDGate* badgeholder must immediately notify your company. In the event that a government-issued *RAPIDGate* badge is lost, damaged or stolen, the authorized *RAPIDGate* badgeholder must immediately notify

the government department or agency that issued the *RAPIDGate* badge, and follow the department's or agency's instructions and procedures. In addition, if an authorized *RAPIDGate* badgeholder stops working for your company, or is otherwise disqualified as an authorized *RAPIDGate* badgeholder, the individual must immediately return the *RAPIDGate* badge to your company or, in the case of a government-issued *RAPIDGate* badge, to the issuing government agency.

Depending upon the facility, the *RAPIDGate* badge may contain radio frequency identification ("RFID") or other identifying technology. Such technology allows Eid Passport to record when authorized *RAPIDGate* badgeholders arrive at and depart the participating facility, and/or to track the whereabouts of authorized *RAPIDGate* badgeholders while they are on-site at the facility. Please check with *RAPIDGate* Customer Service for details on whether the *RAPIDGate* badge issued to your company's authorized *RAPIDGate* badgeholders contains this technology.

- *Background screenings.* At any time or times while your company's employees are authorized *RAPIDGate* badgeholders, they are subject to periodic background screenings, as often as deemed required by Eid Passport and at its sole discretion. This is done to verify that at all times the employees continue to meet the *RAPIDGate* program eligibility requirements. (See Section 4, above.)
- *Designation of RAPIDGate Company Administrator.* As part of the enrollment process, your company must designate an employee to serve as its *RAPIDGate* Company Administrator. Please provide *RAPIDGate* Customer Service with the name, telephone number, postal address and email address of the Vendor Administrator, in the space provided in Part A, Enrollment Form, above.
- *Personnel or background changes affecting an authorized RAPIDGate badgeholder.* Your company must promptly notify *RAPIDGate* Customer Service of any changes in the employment or background status of its authorized *RAPIDGate* badgeholders that could affect their *RAPIDGate* eligibility. Circumstances giving rise to this duty to notify include but are not limited to an authorized *RAPIDGate* badgeholder's separation from employment; change in job duties eliminating the need to conduct official business on the participating facility(ies); felony or misdemeanor convictions; outstanding warrants; sexual offender convictions; or placement on Terrorist or OFAC watch lists.
- *Refunds.* No refunds will be made to or on behalf of your company, or to or on behalf of any of its employees, if an employee does not pass a *RAPIDGate* background screening or is disqualified as an authorized *RAPIDGate* badgeholder. In such event, your company and its employees will have no remedies or other financial recourse against Eid Passport or its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government.

6. *RAPIDGate* program renewal

a. Company renewal

RAPIDGate Customer Service will contact your company shortly before expiration of its *RAPIDGate* enrollment. If your company wishes to renew its enrollment, it may do so by paying the *RAPIDGate* enrollment renewal fee. *Your company's enrollment renewal is subject to the approval of the participating facility and to your company's continued eligibility in all other respects.*

b. Authorized *RAPIDGate* badgeholder renewals

If your company renews its enrollment for another term, *RAPIDGate* will notify it of the names of its authorized *RAPIDGate* badgeholders whose *RAPIDGate* badges are due to expire. Your company may authorize renewal of their *RAPIDGate* badges for another term, by paying their renewal fee. It may be necessary for the individuals to re-register at the Registration Station at the participating facility(ies). Renewal is contingent upon their passing a *RAPIDGate* background screening and in all other respects meeting the *RAPIDGate* program eligibility requirements. (See Section 4, above.)

Your company is responsible for deciding which *RAPIDGate* badges to renew. If an authorized *RAPIDGate* badgeholder does not wish his or her *RAPIDGate* badge to be renewed, he or she must so notify your company's *RAPIDGate* Company Administrator at least 45 days before expiration of the *RAPIDGate* badge. **YOU HEREBY AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT AND ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES AND AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, OF AND FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING FROM YOUR COMPANY'S RENEWAL, OR FAILURE TO RENEW, ANY *RAPIDGate* BADGE FOR ANY COMPANY EMPLOYEE.**

7. Grounds for revoking *RAPIDGate* program enrollment and access privileges

a. Your company

Your company's *RAPIDGate* enrollment is valid for a specified term, provided that at all times it meets the *RAPIDGate* program eligibility requirements. If at any time your company fails to meet any *RAPIDGate* program eligibility requirements, its enrollment will be subject to revocation. If at any time your company no longer is enrolled in the *RAPIDGate* program, its authorized *RAPIDGate* badgeholders no longer will be eligible for the *RAPIDGate* program, and their *RAPIDGate* badges will be deactivated.

Your company could lose its eligibility to be enrolled in the *RAPIDGate* program, and have its *RAPIDGate* enrollment revoked, on grounds including but not limited to:

- The participating facility(ies) for which your company is enrolled in the *RAPIDGate* program no longer participates in the *RAPIDGate* program
- The participating facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPIDGate* program
- Your company does not pay its *RAPIDGate* enrollment or renewal fee
- Your company violates any term or condition of this Agreement
- An authorized *RAPIDGate* badgeholder of your company violates any term or condition of his or her *RAPIDGate* Individual User Agreement.

b. *RAPIDGate* badges

The *RAPIDGate* badges issued to your company's employees are valid for a specified term, provided that the employees at all times meet the *RAPIDGate* program eligibility requirements. If at any time an authorized *RAPIDGate* badgeholder fails to meet any of the *RAPIDGate* program eligibility requirements, the individual will lose his or her *RAPIDGate* program eligibility, and his or her *RAPIDGate* badge will be deactivated. Your company's authorized *RAPIDGate* badgeholders may lose their *RAPIDGate* program eligibility, and be subject to deactivation of their *RAPIDGate* badge, on grounds including but not limited to:

- The authorized *RAPIDGate* badgeholder no longer works for your company
- The authorized *RAPIDGate* badgeholder does not pass a *RAPIDGate* background screening
- The authorized *RAPIDGate* badgeholder's work functions no longer include visiting the participating facility(ies)
- Your company requests to remove the authorized *RAPIDGate* badgeholder from the *RAPIDGate* program
- Your company no longer is eligible, or otherwise ends its enrollment in, the *RAPIDGate* program
- The facility(ies) for which your company is enrolled in the *RAPIDGate* program no longer participates in the *RAPIDGate* program
- The facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPIDGate* program
- The facility(ies), or other agency or department of the United States government, withdraws the individual's authorization as a *RAPIDGate* badgeholder and/or requires deactivation of the individual's *RAPIDGate* badge
- The authorized *RAPIDGate* badgeholder violates any term or condition of his or her *RAPIDGate* Individual User Agreement
- The authorized *RAPIDGate* badgeholder uses the *RAPIDGate* program to access the participating facility(ies) for any reason other than for official business.

8. General Restrictions, Limitations and Resolution of Disputes

- This enrollment does not by itself confer on your company or its employees any rights or privileges under the *RAPIDGate* program. Enrollment is subject to the approval of the participating facility(ies). In addition, your company's enrollment is subject to the terms and conditions set forth in this Agreement. Your company's employees who register for the *RAPIDGate* program are subject to the terms and conditions of their *RAPIDGate* Individual User Agreement.
- This enrollment does not guarantee your company's authorized *RAPIDGate* badgeholders access to any participating facility. The participating facility(ies) maintains the right to deny entrance to your company's authorized *RAPIDGate* badgeholders and to take any security precautions it deems necessary, including but not limited to conducting random inspections of your company's authorized *RAPIDGate* badgeholders and/or their vehicles.
- Your company's enrollment is valid only for the participating facility(ies) that have authorized your company to enroll in the *RAPIDGate* program and for which your company has enrolled.
- A participating facility may revoke your company's, and/or its authorized *RAPIDGate* badgeholders', access privileges under the *RAPIDGate* program at any time for any reason. You agree on behalf of your company that, in such event, your company and its employees have no financial, legal or other remedies against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States Government.
- Eid Passport takes pride in its background screening service but cannot guarantee the accuracy of the data obtained. As explained in Section 4, above, your company's employees have the right to dispute a "fail" result of a *RAPIDGate* background screening. *You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government, arising from any dispute over the accuracy or completeness of data derived from a RAPIDGate background screening, or arising from an employee not passing a RAPIDGate background screening.*

- *RAPIDGate* badges that are issued by the government may entitle the authorized *RAPIDGate* badgeholders and/or your company to certain government privileges or rights, or impose upon them certain government obligations or restrictions, in addition to but outside of and unrelated to the *RAPIDGate* program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued *RAPIDGate* badges. *You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over any government content or functions of government-issued RAPIDGate badges.*
- Eid Passport contracts with one or more third parties to conduct *RAPIDGate* background screenings. Such third party(ies) conform to the highest standards of care with respect to protection of personally identifiable data. Eid Passport stores on its own servers only limited personally identifiable information on *RAPIDGate* participants. Eid Passport does not store on its servers, and maintains no database containing, the contents of background screenings conducted on *RAPIDGate* participants. Such data is stored with Eid Passport's third-party background screening provider(s). *You agree on behalf of your company that neither your company nor its employees has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from the storage of any personally identifiable data on any employee that is not maintained on Eid Passport's own servers or contained in Eid Passport's own database.*
- You agree that, if your company has a dispute with Eid Passport arising from or relating to the *RAPIDGate* program, your company will so notify Eid Passport in writing within six months of the event or the action giving rise to the dispute, at the address listed in Section A, Enrollment Form, above. You agree that your company will make every effort to resolve the dispute informally. You further agree that, in the event of a breach of this Agreement by Eid Passport, your company's sole and exclusive remedy will be an amount equal to your company's enrollment fee for the year in which the breach occurred.
- This Agreement is governed by the laws of the State of Oregon, notwithstanding conflicts of laws principles. You agree that any legal action brought under this Agreement must be brought in Washington County, Oregon. The prevailing party shall be entitled to recover its/his/her legal costs and attorney's fees.
- If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between your company and Eid Passport with respect to the *RAPIDGate* program. This Agreement supersedes any proposal or any prior or contemporaneous writings or other agreement, oral or written, and any other communications or representations between your company and Eid Passport relating to the *RAPIDGate* program.

I hereby (1) certify that I have the authority to bind my company to the terms and conditions of this Agreement; (2) accept, on behalf of my company, the terms and conditions of this Agreement; and (3) agree, on behalf of my company, to be bound by the terms and conditions of this Agreement.

Name (Signed)

Date

Denise Whittaker

Name (Printed)

Interim Superintendent/President

Title

Southwestern Community College District

Name of company on whose behalf individual is signing

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

Approval No.: A3340.11

Date: 8/29/11

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The *RAPIDGate* Program is provided by Eid Passport, Inc.
The *RAPIDGate* Program contains products and services subject to U.S. Patent No. 6,779,721.
Eid Passport and *RAPIDGate* are trademarks of Eid Passport, Inc.

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RAPIDGate Company Enrollment Form

Thank you for enrolling in the *RAPIDGate*[®] Program. Please follow these instructions:

1. Complete the Enrollment Information (Part A).
2. Carefully read and sign the *RAPIDGate* User Agreement: Companies (Part B).
3. Fax the entire form to 503-924-5320, attention *RAPIDGate* Customer Service.
4. If you have any questions, please call 1-877-RAPIDGate (1-877-727-4342).

Part A: Enrollment Information

The following information is required and must be completed by an authorized representative of your company.

At which installation is your company enrolling? Naval Base San Diego
Does your company require 24x7 access to the installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you enrolled in the <i>RAPIDGate</i> Program at another installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list the installation(s) at which you are enrolled:

Your Company Information

Company Name:	Southwestern Community College District	
Website Address:	www.swccd.edu	
Phone:	619 216-6668	Fax: 619 216-6678
Billing Address:	900 Otay Lakes Road	
City:	Chula Vista	State: CA Zip Code: 91910
Country:	US	

Tenant Sponsor Information (This is a government agent at the installation that can verify your company's legitimate business).

Sponsor Organization (i.e. Commissary, Security Office, Hospital, AAFES):	
Navy College	
Sponsor's Name: Raymond Sayre	
Sponsor's Title: Director, Navy College Office	
Sponsor's Email: raymond.sayre@navy.mil	
Sponsor's Phone: (619) 556-4922	
Contract No.: NA	Expiration Date: NA

Billing Information

Company Enrollment Fee*: \$199 Employee Registration Fee*: \$159

*The fees to enroll in Multi-Facility is at a discounted rate. Contact RAPIDGate Customer Service at 1-877-727-4342 to find out about the rates. Eid Passport, Inc. reserves the right to change the RAPIDGate Program fees at its sole discretion.

Payment Method (Please Select): Visa ☐ MasterCard ☐ Discover ☐ AMEX ☐
Check* ☐ Electronic Check* (Fill out bottom of page 3.) ☐

If Credit Card: Cardholder's Name:

Credit Card Number:

Security Code (3 or 4 digits):

Credit Card Expiration: Month: Year:

Credit Card Holder's Billing Address:

City: State: Zip Code:

Expected Number of Employee Registrations: 10

Please list the names of authorized participating employees names here only if you want the registration fees billed to the form of payment selected above. Do not list the employees' personal information. Attach an additional page for more than 10 authorized employees.

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2.

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9.

10.

Please initial the appropriate box:

☒ I authorize payment to enroll my company and to register the number of employees with the form of payment cited above.

☐ I authorize payment to enroll my company with the form of payment listed above.

* Checks should be made payable to Eid Passport, Inc. Please mail to:
Eid Passport, Inc.
10450 SW Nimbus Avenue, Bldg R-A
Portland, OR 97223
Attention: Accounts Receivable

Representative from Your Company in Charge of RAPIDGate Administration ("RAPIDGate Company Administrator")

Name: Christine Perri	Email: cperri@swccd.edu
Title: Dean, Higher Education Center, National City & CCAC	
Phone: 619 216-6668	Fax: 619 216-6678

Individual Enrolling Company Check here ☒ if this individual can be a second point of contact for the RAPIDGate Program. (This person will have the same authorities as the person listed above).

Name: Andre Harris	Email: aharris@swccd.edu
Title: Coordinator, Higher Education Center, National City	
Phone: 619 216-6669	Fax: 619 216-6678

Electronic Check Authorization (Only applicable if you are paying by electronic check).

Name as appears on Check:	
Account Number:	
Routing Number:	
Check Number:	
Authorized Debit Amount:	
Signature _____ Date _____	
I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree to notify merchant in writing of any changes in my account information or termination of this authorization 15 days prior to the due date of the charges. I understand that cancellations must be made in writing and I will not dispute merchant debiting my checking/savings account, so long as the amount corresponds to the terms indicated in this contract.	

Eid Passport and *RAPIDGate* are trademarks of Eid Passport, Inc.

B. *RAPIDGate* USER AGREEMENT: COMPANIES

Terms and Conditions of Your Company's Enrollment, and Renewal of Enrollment, in Eid Passport, Inc.'s *RAPIDGate*® Program.

Please carefully read the following terms and conditions of this *RAPIDGate* User Agreement ("Agreement"). It is a legally binding contract and affects your company's legal rights.

By signing this Agreement below, and in consideration of the mutual covenants, terms and conditions described in this Agreement, you (1) certify that you have the authority to bind your company to the terms and conditions of this Agreement; (2) accept, on behalf of your company, the terms and conditions of this Agreement; and (3) agree, on behalf of your company, to be bound by the terms and conditions of this Agreement.

Eid Passport, Inc. ("Eid Passport") enters into this Agreement with your company on behalf of itself and on behalf of its related companies, subsidiaries, affiliates and successors.

1. Definitions

For purposes of this Agreement, the following definitions apply:

"Applicant" is an individual who has registered to become an authorized *RAPIDGate* badgeholder.

"Authorized *RAPIDGate* badgeholder" is an individual who has passed a *RAPIDGate* background screening, meets all other *RAPIDGate* program eligibility requirements, and has been issued a *RAPIDGate* badge, thereby entitling the individual to the *RAPIDGate* program access privileges at participating facilities.

"Background screening" and "background screenings" refer to a process by which *RAPIDGate* applicants and authorized *RAPIDGate* badgeholders consent to ongoing review of certain information relating to their background, to determine whether they meet the *RAPIDGate* program's eligibility requirements.

"Company" refers to the company, department or entity that enrolls in the *RAPIDGate* program.

"Enroll" is the procedure by which a company seeks and obtains authorization for its employees to register for the *RAPIDGate* program.

"Fail" refers to a background screening result by which an individual is determined to NOT meet the *RAPIDGate* background screening criteria, and which disqualifies the individual from being an authorized *RAPIDGate* badgeholder.

"Participating facility" is any military or other governmental base, installation, department, organization, building, unit, site or other location that offers *RAPIDGate* access privileges to authorized *RAPIDGate* badgeholders.

"Pass" refers to a background screening result by which an individual is determined to meet the *RAPIDGate* background screening criteria, and which qualifies the individual to be an authorized *RAPIDGate* badgeholder if the individual meets all *RAPIDGate* program eligibility requirements.

"*RAPIDGate* badge" is a credential that is issued to authorized *RAPIDGate* badgeholders. Depending upon the participating facility, the *RAPIDGate* badge may be issued either by Eid Passport or by the United States government, and may contain Radio Frequency Identification ("RFID") or other identifying technology.

"*RAPIDGate* Company Administrator" is an employee of a company that is enrolled in the *RAPIDGate* program, whom the company assigns to be in charge of the company's internal *RAPIDGate* administration.

"Register" is the procedure by which an applicant initiates the process to become an authorized *RAPIDGate* badgeholder.

2. *RAPIDGate* Program Introduction

Welcome to Eid Passport's *RAPIDGate* program! The *RAPIDGate* program has been developed to enhance access security at participating United States military and other government facilities. It also is designed to improve on-site access for eligible companies and their employees who conduct official business on such facilities on a recurring basis.

The enrollment process is simple. First, your company must receive approval from a participating facility to enroll in the *RAPIDGate* program. Next, your company completes all required enrollment documentation and pays the *RAPIDGate* enrollment fee. Eid Passport then validates your company's eligibility to enroll in the *RAPIDGate* program. Upon enrollment, your company provides *RAPIDGate* Customer Service with a list of approved employees and pays for their

RAPIDGate registrations. Those employees may then register for the RAPIDGate program at the RAPIDGate Registration Station located at the participating facility(ies) for which your company is enrolled.

Eid Passport will carefully screen each individual who registers for the RAPIDGate program. As part of the registration process, each applicant must pass a confidential RAPIDGate background screening. Each applicant who passes the background screening and who meets all other RAPIDGate program eligibility requirements will be issued a RAPIDGate badge to wear for entrance onto participating facilities. The RAPIDGate badge is part of an integrated solution that lets the participating facility know that the individual is an authorized RAPIDGate badgeholder who meets the RAPIDGate program eligibility requirements for access to the facility. Depending upon the participating facility, the RAPIDGate badge may contain RFID or other identifying technology to record when the RAPIDGate badgeholder arrives at and departs a participating facility, and to track the RAPIDGate badgeholder's whereabouts while on-site at the participating facility.

Your company's RAPIDGate enrollment, and its authorized RAPIDGate badgeholders' access privileges, are valid for a set period of time as determined by the participating facility, provided that your company and its authorized RAPIDGate badgeholders continue to meet the RAPIDGate program eligibility requirements at all times. Eid Passport may conduct periodic background screenings of your company's authorized RAPIDGate badgeholders on a regular basis, to verify their continued eligibility. Renewals in the RAPIDGate program are subject to your company's, and its authorized RAPIDGate badgeholders', continued eligibility.

Some participating facilities maintain the RAPIDGate program as an optional service. Such facilities do not require companies or their employees to join the RAPIDGate program; employees who are not authorized RAPIDGate badgeholders continue to have access privileges to the participating facility pursuant to the facility's usual entry requirements and procedures. At other participating facilities, employees will not be allowed to enter the participating facility unless they are authorized RAPIDGate badgeholders. Please check with RAPIDGate Customer Service or the participating facility for details.

3. The RAPIDGate Program Is NOT a Pre-Employment or Employee Screening Service

The RAPIDGate program is not a pre-employment or employee screening service. Eid Passport conducts background screenings of your company's employees solely for the purpose of determining their eligibility to be authorized RAPIDGate badgeholders. Your company may not use the RAPIDGate program, including the RAPIDGate background screenings, for pre-employment or employment-related purposes.

BY SIGNING THIS AGREEMENT BELOW, YOU AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL NOT USE THE RAPIDGate PROGRAM, INCLUDING THE RAPIDGate BACKGROUND SCREENINGS, FOR ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED PURPOSES. YOU FURTHER AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT, ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, FOR AND OF ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION MADE AGAINST EID PASSPORT OR ANY AGENCY OF THE UNITED STATES GOVERNMENT ARISING FROM ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED ACTION TAKEN BY YOUR COMPANY AGAINST ANY INDIVIDUAL, RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE RAPIDGate PROGRAM.

4. Confidential Background Screenings (Required)

Eid Passport takes seriously its commitment to security. That is why Eid Passport restricts its RAPIDGate program to companies and their employees who, at all times, meet all RAPIDGate program eligibility requirements including the RAPIDGate background screening criteria established for participating facilities.

To register for the RAPIDGate program and to become an authorized RAPIDGate badgeholder, your company's employees must consent to undergo, and must pass, a background screening to verify their eligibility. Additional background screenings may be conducted on authorized RAPIDGate badgeholders at any time or times, to verify their continued eligibility. By registering with the RAPIDGate program, the employees consent to such background screenings.

Background screenings will be conducted on individuals under circumstances that may include but are not limited to the following:

- When they first register for the RAPIDGate program
- Periodically and at any time or times while they are authorized RAPIDGate badgeholders
- When your company renews its employees' RAPIDGate badges
- At any time upon request by the participating facility(ies) for which the employees are authorized RAPIDGate badgeholders
- At any time upon request by any governmental department or agency that issues RAPIDGate badges (see Section 5, below)
- At any time, in Eid Passport's sole discretion, to verify that authorized RAPIDGate badgeholders meet the RAPIDGate program's eligibility requirements

ANY EMPLOYEE WHO DOES NOT CONSENT TO UNDERGO THE RAPIDGate BACKGROUND SCREENINGS, IS INELIGIBLE TO BE AN AUTHORIZED RAPIDGate BADGEHOLDER.

Eid Passport contracts with one or more third-party background screening providers to conduct *RAPIDGate* background screenings. The data obtained during the registration process and/or through the background screenings may vary by participating facility and may include any or all of the following:

Individual Information:

- Name
- Social Security Number
- Company-issued Employee Identification Number
- Individual photo
- Date of birth
- Fingerprints
- Address
- Phone number
- Social Security Number verification
- Felony and misdemeanor convictions
- Outstanding warrants
- Sexual offender convictions
- Terrorist or OFAC watch lists
- Driver's license (including all information and images stored on the license)

Public records may be used in the background screening reports, such as civil and/or criminal records. Your company's employees have the right to dispute the information on the report and to request additional disclosures provided under section 606(b) of the Fair Credit Reporting Act ("FCRA"), and a written summary of the employee's rights pursuant to section 609(c) of the FCRA.

If any background screenings produces a "fail" result, Eid Passport and/or its third-party background screening providers will so notify the affected employee. Eid Passport also may notify your company, and possibly also the participating facility(ies), of the employee's "fail" result. In the event of a "fail" result, the employee, and only the employee, will be provided with a copy of his or her background screening report. The employee will be afforded an opportunity to dispute the information in it. If the employee does not timely dispute the background screening results or, if the employee does so but is unsuccessful in changing the results, the employee will not qualify to be an authorized *RAPIDGate* badgeholder. Your company, and possibly also the participating facility(ies) and/or other agency of the United States government, will be so notified.

Eid Passport and/or its third-party background screening providers will NOT provide your company with a copy of the background screening reports or disclose to your company the contents of the background screening reports. Eid Passport may provide the participating facility(ies) and/or other United States government agency with the name and/or other identifying information of your company's employees who are authorized *RAPIDGate* badgeholders. In addition, depending upon the type of *RAPIDGate* badge that is issued to your company's authorized *RAPIDGate* badgeholders (see Section 5, below), Eid Passport also may provide your company, and/or the participating facility(ies) and/or other agency of the United States government, with records of the authorized *RAPIDGate* badgeholders' arrival and departure history, and/or records of their whereabouts, at the participating facility(ies).

YOU HEREBY AUTHORIZE EID PASSPORT AND/OR ITS THIRD-PARTY BACKGROUND SCREENING PROVIDER(S) TO RETAIN YOUR COMPANY'S EMPLOYEES' DATA, AND ANY UPDATES TO THAT DATA, FOR A COMMERCIALLY REASONABLE PERIOD OF TIME. EID PASSPORT AND ITS THIRD-PARTY BACKGROUND SCREENING PROVIDERS ARE COMMITTED TO MAINTAINING THIS DATA IN THE STRICTEST OF CONFIDENCE, AND FOLLOW STRINGENT FAIR INFORMATION PRACTICES IN ACCORDANCE WITH THE FCRA AND OTHER APPLICABLE LAWS AND REGULATIONS.

5. Rights and Obligations of Enrolled Companies and Authorized *RAPIDGate* Badgeholders

- *RAPIDGate* badge. The *RAPIDGate* badge is for the sole and exclusive use of the authorized *RAPIDGate* badgeholder. The *RAPIDGate* badgeholder may not share, lend or transfer his or her *RAPIDGate* badge to anyone else.

The *RAPIDGate* badge by itself does not guarantee quick access to, or any access to, any participating facility. For security reasons and under applicable laws, rules and regulations, the participating facility always has the final say on who may enter, and under what circumstances.

The *RAPIDGate* badge may be issued by Eid Passport, or it may be issued directly by the participating facility or another agency or department of the United States government. A government-issued *RAPIDGate* badge may entitle your company and/or its authorized *RAPIDGate* badgeholders to certain government privileges or rights, and/or impose upon your company and/or its authorized *RAPIDGate* badgeholders certain government obligations or restrictions, in addition to but outside of and unrelated to the *RAPIDGate* program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued *RAPIDGate* badges.

In the event that an Eid Passport-issued *RAPIDGate* badge is lost, damaged or stolen, the authorized *RAPIDGate* badgeholder must immediately notify your company. In the event that a government-issued *RAPIDGate* badge is lost, damaged or stolen, the authorized *RAPIDGate* badgeholder must immediately notify

the government department or agency that issued the *RAPIDGate* badge, and follow the department's or agency's instructions and procedures. In addition, if an authorized *RAPIDGate* badgeholder stops working for your company, or is otherwise disqualified as an authorized *RAPIDGate* badgeholder, the individual must immediately return the *RAPIDGate* badge to your company or, in the case of a government-issued *RAPIDGate* badge, to the issuing government agency.

Depending upon the facility, the *RAPIDGate* badge may contain radio frequency identification ("RFID") or other identifying technology. Such technology allows Eid Passport to record when authorized *RAPIDGate* badgeholders arrive at and depart the participating facility, and/or to track the whereabouts of authorized *RAPIDGate* badgeholders while they are on-site at the facility. Please check with *RAPIDGate* Customer Service for details on whether the *RAPIDGate* badge issued to your company's authorized *RAPIDGate* badgeholders contains this technology.

- Background screenings. At any time or times while your company's employees are authorized *RAPIDGate* badgeholders, they are subject to periodic background screenings, as often as deemed required by Eid Passport and at its sole discretion. This is done to verify that at all times the employees continue to meet the *RAPIDGate* program eligibility requirements. (See Section 4, above.)
- Designation of *RAPIDGate* Company Administrator. As part of the enrollment process, your company must designate an employee to serve as its *RAPIDGate* Company Administrator. Please provide *RAPIDGate* Customer Service with the name, telephone number, postal address and email address of the Vendor Administrator, in the space provided in Part A, Enrollment Form, above.
- Personnel or background changes affecting an authorized *RAPIDGate* badgeholder. Your company must promptly notify *RAPIDGate* Customer Service of any changes in the employment or background status of its authorized *RAPIDGate* badgeholders that could affect their *RAPIDGate* eligibility. Circumstances giving rise to this duty to notify include but are not limited to an authorized *RAPIDGate* badgeholder's separation from employment; change in job duties eliminating the need to conduct official business on the participating facility(ies); felony or misdemeanor convictions; outstanding warrants; sexual offender convictions; or placement on Terrorist or OFAC watch lists.
- Refunds. No refunds will be made to or on behalf of your company, or to or on behalf of any of its employees, if an employee does not pass a *RAPIDGate* background screening or is disqualified as an authorized *RAPIDGate* badgeholder. In such event, your company and its employees will have no remedies or other financial recourse against Eid Passport or its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government.

6. *RAPIDGate* program renewal

a. Company renewal

RAPIDGate Customer Service will contact your company shortly before expiration of its *RAPIDGate* enrollment. If your company wishes to renew its enrollment, it may do so by paying the *RAPIDGate* enrollment renewal fee. *Your company's enrollment renewal is subject to the approval of the participating facility and to your company's continued eligibility in all other respects.*

b. Authorized *RAPIDGate* badgeholder renewals

If your company renews its enrollment for another term, *RAPIDGate* will notify it of the names of its authorized *RAPIDGate* badgeholders whose *RAPIDGate* badges are due to expire. Your company may authorize renewal of their *RAPIDGate* badges for another term, by paying their renewal fee. It may be necessary for the individuals to re-register at the Registration Station at the participating facility(ies). Renewal is contingent upon their passing a *RAPIDGate* background screening and in all other respects meeting the *RAPIDGate* program eligibility requirements. (See Section 4, above.)

Your company is responsible for deciding which *RAPIDGate* badges to renew. If an authorized *RAPIDGate* badgeholder does not wish his or her *RAPIDGate* badge to be renewed, he or she must so notify your company's *RAPIDGate* Company Administrator at least 45 days before expiration of the *RAPIDGate* badge. **YOU HEREBY AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT AND ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES AND AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, OF AND FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING FROM YOUR COMPANY'S RENEWAL, OR FAILURE TO RENEW, ANY *RAPIDGate* BADGE FOR ANY COMPANY EMPLOYEE.**

7. Grounds for revoking *RAPIDGate* program enrollment and access privileges

a. Your company

Your company's *RAPIDGate* enrollment is valid for a specified term, provided that at all times it meets the *RAPIDGate* program eligibility requirements. If at any time your company fails to meet any *RAPIDGate* program eligibility requirements, its enrollment will be subject to revocation. If at any time your company no longer is enrolled in the *RAPIDGate* program, its authorized *RAPIDGate* badgeholders no longer will be eligible for the *RAPIDGate* program, and their *RAPIDGate* badges will be deactivated.

Your company could lose its eligibility to be enrolled in the *RAPIDGate* program, and have its *RAPIDGate* enrollment revoked, on grounds including but not limited to:

- The participating facility(ies) for which your company is enrolled in the *RAPIDGate* program no longer participates in the *RAPIDGate* program
- The participating facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPIDGate* program
- Your company does not pay its *RAPIDGate* enrollment or renewal fee
- Your company violates any term or condition of this Agreement
- An authorized *RAPIDGate* badgeholder of your company violates any term or condition of his or her *RAPIDGate* Individual User Agreement.

b. *RAPIDGate* badges

The *RAPIDGate* badges issued to your company's employees are valid for a specified term, provided that the employees at all times meet the *RAPIDGate* program eligibility requirements. If at any time an authorized *RAPIDGate* badgeholder fails to meet any of the *RAPIDGate* program eligibility requirements, the individual will lose his or her *RAPIDGate* program eligibility, and his or her *RAPIDGate* badge will be deactivated. Your company's authorized *RAPIDGate* badgeholders may lose their *RAPIDGate* program eligibility, and be subject to deactivation of their *RAPIDGate* badge, on grounds including but not limited to:

- The authorized *RAPIDGate* badgeholder no longer works for your company
- The authorized *RAPIDGate* badgeholder does not pass a *RAPIDGate* background screening
- The authorized *RAPIDGate* badgeholder's work functions no longer include visiting the participating facility(ies)
- Your company requests to remove the authorized *RAPIDGate* badgeholder from the *RAPIDGate* program
- Your company no longer is eligible, or otherwise ends its enrollment in, the *RAPIDGate* program
- The facility(ies) for which your company is enrolled in the *RAPIDGate* program no longer participates in the *RAPIDGate* program
- The facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPIDGate* program
- The facility(ies), or other agency or department of the United States government, withdraws the individual's authorization as a *RAPIDGate* badgeholder and/or requires deactivation of the individual's *RAPIDGate* badge
- The authorized *RAPIDGate* badgeholder violates any term or condition of his or her *RAPIDGate* Individual User Agreement
- The authorized *RAPIDGate* badgeholder uses the *RAPIDGate* program to access the participating facility(ies) for any reason other than for official business.

8. General Restrictions, Limitations and Resolution of Disputes

- This enrollment does not by itself confer on your company or its employees any rights or privileges under the *RAPIDGate* program. Enrollment is subject to the approval of the participating facility(ies). In addition, your company's enrollment is subject to the terms and conditions set forth in this Agreement. Your company's employees who register for the *RAPIDGate* program are subject to the terms and conditions of their *RAPIDGate* Individual User Agreement.
- This enrollment does not guarantee your company's authorized *RAPIDGate* badgeholders access to any participating facility. The participating facility(ies) maintains the right to deny entrance to your company's authorized *RAPIDGate* badgeholders and to take any security precautions it deems necessary, including but not limited to conducting random inspections of your company's authorized *RAPIDGate* badgeholders and/or their vehicles.
- Your company's enrollment is valid only for the participating facility(ies) that have authorized your company to enroll in the *RAPIDGate* program and for which your company has enrolled.
- A participating facility may revoke your company's, and/or its authorized *RAPIDGate* badgeholders', access privileges under the *RAPIDGate* program at any time for any reason. You agree on behalf of your company that, in such event, your company and its employees have no financial, legal or other remedies against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States Government.
- Eid Passport takes pride in its background screening service but cannot guarantee the accuracy of the data obtained. As explained in Section 4, above, your company's employees have the right to dispute a "fail" result of a *RAPIDGate* background screening. *You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government, arising from any dispute over the accuracy or completeness of data derived from a RAPIDGate background screening, or arising from an employee not passing a RAPIDGate background screening.*

- *RAPIDGate* badges that are issued by the government may entitle the authorized *RAPIDGate* badgeholders and/or your company to certain government privileges or rights, or impose upon them certain government obligations or restrictions, in addition to but outside of and unrelated to the *RAPIDGate* program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued *RAPIDGate* badges. *You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over any government content or functions of government-issued RAPIDGate badges.*
- Eid Passport contracts with one or more third parties to conduct *RAPIDGate* background screenings. Such third party(ies) conform to the highest standards of care with respect to protection of personally identifiable data. Eid Passport stores on its own servers only limited personally identifiable information on *RAPIDGate* participants. Eid Passport does not store on its servers, and maintains no database containing, the contents of background screenings conducted on *RAPIDGate* participants. Such data is stored with Eid Passport's third-party background screening provider(s). *You agree on behalf of your company that neither your company nor its employees has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from the storage of any personally identifiable data on any employee that is not maintained on Eid Passport's own servers or contained in Eid Passport's own database.*
- You agree that, if your company has a dispute with Eid Passport arising from or relating to the *RAPIDGate* program, your company will so notify Eid Passport in writing within six months of the event or the action giving rise to the dispute, at the address listed in Section A, Enrollment Form, above. You agree that your company will make every effort to resolve the dispute informally. You further agree that, in the event of a breach of this Agreement by Eid Passport, your company's sole and exclusive remedy will be an amount equal to your company's enrollment fee for the year in which the breach occurred.
- This Agreement is governed by the laws of the State of Oregon, notwithstanding conflicts of laws principles. You agree that any legal action brought under this Agreement must be brought in Washington County, Oregon. The prevailing party shall be entitled to recover its/his/her legal costs and attorney's fees.
- If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between your company and Eid Passport with respect to the *RAPIDGate* program. This Agreement supersedes any proposal or any prior or contemporaneous writings or other agreement, oral or written, and any other communications or representations between your company and Eid Passport relating to the *RAPIDGate* program.

I hereby (1) certify that I have the authority to bind my company to the terms and conditions of this Agreement; (2) accept, on behalf of my company, the terms and conditions of this Agreement; and (3) agree, on behalf of my company, to be bound by the terms and conditions of this Agreement.

Name (Signed)

Date

Denise Whittaker

Name (Printed)

Interim Superintendent/President

Title

Southwestern Community College District

Name of company on whose behalf individual is signing

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

Approval No.: A3341.11
Date: 8/29/11

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The *RAPIDGate* Program is provided by Eid Passport, Inc.
The *RAPIDGate* Program contains products and services subject to U.S. Patent No. 6,779,721.
Eid Passport and *RAPIDGate* are trademarks of Eid Passport, Inc.

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RAPIDGate Company Enrollment Form

Thank you for enrolling in the *RAPIDGate*[®] Program. Please follow these instructions:

1. Complete the Enrollment Information (Part A).
2. Carefully read and sign the *RAPIDGate* User Agreement: Companies (Part B).
3. Fax the entire form to 503-924-5320, attention *RAPIDGate* Customer Service.
4. If you have any questions, please call 1-877-RAPIDGate (1-877-727-4342).

Part A: Enrollment Information

The following information is required and must be completed by an authorized representative of your company.

At which installation is your company enrolling? Naval Base Coronado
Does your company require 24x7 access to the installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you enrolled in the <i>RAPIDGate</i> Program at another installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list the installation(s) at which you are enrolled:

Your Company Information

Company Name: Southwestern Community College District		
Website Address: www.swccd.edu		
Phone: 619 216-6668	Fax: 619 216-6678	
Billing Address: 900 Otay Lakes Road		
City: Chula Vista	State: CA	Zip Code: 91910
Country: US		

Tenant Sponsor Information (This is a government agent at the installation that can verify your company's legitimate business).

Sponsor Organization (i.e. Commissary, Security Office, Hospital, AAFES): Navy College	
Sponsor's Name: Susan Hannash	
Sponsor's Title: Director, Navy College	
Sponsor's Email: Hannasch, Susan CIV CPPD, NCO NavBase Coronado [susan.hannasch@navy.mil]	
Sponsor's Phone: 619-545-6259	
Contract No.: NA	Expiration Date: NA
RG-CEA-1005-02	<i>RAPIDGate</i> Company Enrollment Form

Billing Information

Company Enrollment Fee*: \$199 Employee Registration Fee*: \$159

*The fees to enroll in Multi-Facility is at a discounted rate. Contact *RAPIDGate* Customer Service at 1-877-727-4342 to find out about the rates. Eid Passport, Inc. reserves the right to change the *RAPIDGate* Program fees at its sole discretion.

Payment Method (Please Select): Visa ☐ MasterCard ☐ Discover ☐ AMEX ☐
Check* ☐ Electronic Check* (Fill out bottom of page 3.) ☐

If Credit Card: Cardholder's Name:

Credit Card Number:

Security Code (3 or 4 digits):

Credit Card Expiration: **Month:** **Year:**

Credit Card Holder's Billing Address:

City: **State:** **Zip Code:**

Expected Number of Employee Registrations: 10

Please list the names of authorized participating employees names here only if you want the registration fees billed to the form of payment selected above. Do not list the employees' personal information. Attach an additional page for more than 10 authorized employees.

1. Christine Perri

2. Andre Harris

3. Joseph John Rader, Jr.

4. Donald Munshower

5. Barry Thele

6.

7.

8.

9.

10.

Please initial the appropriate box:



I authorize payment to enroll my company and to register the number of employees with the form of payment cited above.



I authorize payment to enroll my company with the form of payment listed above.

* Checks should be made payable to **Eid Passport, Inc.** Please mail to:

Eid Passport, Inc.
10450 SW Nimbus Avenue, Bldg R-A
Portland, OR 97223
Attention: Accounts Receivable

Representative from Your Company in Charge of *RAPIDGate* Administration ("RAPIDGate Company Administrator")

Name: Christine Perri	Email: cperri@swccd.edu
Title: Dean, Higher Education Center, National City & CCAC	
Phone: 619 216-6668	Fax: 619 216-6678

Individual Enrolling Company Check here ☒ if this individual can be a second point of contact for the *RAPIDGate* Program. (This person will have the same authorities as the person listed above).

Name: Andre Harris	Email: aharris@swccd.edu
Title: Coordinator, Higher Education Center, National City	
Phone: 619 216-6669	Fax: 619 216-6678

Electronic Check Authorization (Only applicable if you are paying by electronic check).

Name as appears on Check:	
Account Number:	
Routing Number:	
Check Number:	
Authorized Debit Amount:	
Signature_____ Date_____	
I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree to notify merchant in writing of any changes in my account information or termination of this authorization 15 days prior to the due date of the charges. I understand that cancellations must be made in writing and I will not dispute merchant debiting my checking/savings account, so long as the amount corresponds to the terms indicated in this contract.	

Eid Passport and *RAPIDGate* are trademarks of Eid Passport, Inc.

B. *RAPIDGate* USER AGREEMENT: COMPANIES

Terms and Conditions of Your Company's Enrollment, and Renewal of Enrollment, in Eid Passport, Inc.'s *RAPIDGate*[®] Program.

Please carefully read the following terms and conditions of this *RAPIDGate* User Agreement ("Agreement"). It is a legally binding contract and affects your company's legal rights.

By signing this Agreement below, and in consideration of the mutual covenants, terms and conditions described in this Agreement, you (1) certify that you have the authority to bind your company to the terms and conditions of this Agreement; (2) accept, on behalf of your company, the terms and conditions of this Agreement; and (3) agree, on behalf of your company, to be bound by the terms and conditions of this Agreement.

Eid Passport, Inc. ("Eid Passport") enters into this Agreement with your company on behalf of itself and on behalf of its related companies, subsidiaries, affiliates and successors.

1. Definitions

For purposes of this Agreement, the following definitions apply:

"Applicant" is an individual who has registered to become an authorized *RAPIDGate* badgeholder.

"Authorized *RAPIDGate* badgeholder" is an individual who has passed a *RAPIDGate* background screening, meets all other *RAPIDGate* program eligibility requirements, and has been issued a *RAPIDGate* badge, thereby entitling the individual to the *RAPIDGate* program access privileges at participating facilities.

"Background screening" and "background screenings" refer to a process by which *RAPIDGate* applicants and authorized *RAPIDGate* badgeholders consent to ongoing review of certain information relating to their background, to determine whether they meet the *RAPIDGate* program's eligibility requirements.

"Company" refers to the company, department or entity that enrolls in the *RAPIDGate* program.

"Enroll" is the procedure by which a company seeks and obtains authorization for its employees to register for the *RAPIDGate* program.

"Fail" refers to a background screening result by which an individual is determined to NOT meet the *RAPIDGate* background screening criteria, and which disqualifies the individual from being an authorized *RAPIDGate* badgeholder.

"Participating facility" is any military or other governmental base, installation, department, organization, building, unit, site or other location that offers *RAPIDGate* access privileges to authorized *RAPIDGate* badgeholders.

"Pass" refers to a background screening result by which an individual is determined to meet the *RAPIDGate* background screening criteria, and which qualifies the individual to be an authorized *RAPIDGate* badgeholder if the individual meets all *RAPIDGate* program eligibility requirements.

"*RAPIDGate* badge" is a credential that is issued to authorized *RAPIDGate* badgeholders. Depending upon the participating facility, the *RAPIDGate* badge may be issued either by Eid Passport or by the United States government, and may contain Radio Frequency Identification ("RFID") or other identifying technology.

"*RAPIDGate* Company Administrator" is an employee of a company that is enrolled in the *RAPIDGate* program, whom the company assigns to be in charge of the company's internal *RAPIDGate* administration.

"Register" is the procedure by which an applicant initiates the process to become an authorized *RAPIDGate* badgeholder.

2. *RAPIDGate* Program Introduction

Welcome to Eid Passport's *RAPIDGate* program! The *RAPIDGate* program has been developed to enhance access security at participating United States military and other government facilities. It also is designed to improve on-site access for eligible companies and their employees who conduct official business on such facilities on a recurring basis.

The enrollment process is simple. First, your company must receive approval from a participating facility to enroll in the *RAPIDGate* program. Next, your company completes all required enrollment documentation and pays the *RAPIDGate* enrollment fee. Eid Passport then validates your company's eligibility to enroll in the *RAPIDGate* program. Upon enrollment, your company provides *RAPIDGate* Customer Service with a list of approved employees and pays for their

RAPIDGate registrations. Those employees may then register for the RAPIDGate program at the RAPIDGate Registration Station located at the participating facility(ies) for which your company is enrolled.

Eid Passport will carefully screen each individual who registers for the RAPIDGate program. As part of the registration process, each applicant must pass a confidential RAPIDGate background screening. Each applicant who passes the background screening and who meets all other RAPIDGate program eligibility requirements will be issued a RAPIDGate badge to wear for entrance onto participating facilities. The RAPIDGate badge is part of an integrated solution that lets the participating facility know that the individual is an authorized RAPIDGate badgeholder who meets the RAPIDGate program eligibility requirements for access to the facility. Depending upon the participating facility, the RAPIDGate badge may contain RFID or other identifying technology to record when the RAPIDGate badgeholder arrives at and departs a participating facility, and to track the RAPIDGate badgeholder's whereabouts while on-site at the participating facility.

Your company's RAPIDGate enrollment, and its authorized RAPIDGate badgeholders' access privileges, are valid for a set period of time as determined by the participating facility, provided that your company and its authorized RAPIDGate badgeholders continue to meet the RAPIDGate program eligibility requirements at all times. Eid Passport may conduct periodic background screenings of your company's authorized RAPIDGate badgeholders on a regular basis, to verify their continued eligibility. Renewals in the RAPIDGate program are subject to your company's, and its authorized RAPIDGate badgeholders', continued eligibility.

Some participating facilities maintain the RAPIDGate program as an optional service. Such facilities do not require companies or their employees to join the RAPIDGate program; employees who are not authorized RAPIDGate badgeholders continue to have access privileges to the participating facility pursuant to the facility's usual entry requirements and procedures. At other participating facilities, employees will not be allowed to enter the participating facility unless they are authorized RAPIDGate badgeholders. Please check with RAPIDGate Customer Service or the participating facility for details.

3. The RAPIDGate Program is NOT a Pre-Employment or Employee Screening Service

The RAPIDGate program is not a pre-employment or employee screening service. Eid Passport conducts background screenings of your company's employees solely for the purpose of determining their eligibility to be authorized RAPIDGate badgeholders. Your company may not use the RAPIDGate program, including the RAPIDGate background screenings, for pre-employment or employment-related purposes.

BY SIGNING THIS AGREEMENT BELOW, YOU AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL NOT USE THE RAPIDGate PROGRAM, INCLUDING THE RAPIDGate BACKGROUND SCREENINGS, FOR ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED PURPOSES. YOU FURTHER AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT, ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, FOR AND OF ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION MADE AGAINST EID PASSPORT OR ANY AGENCY OF THE UNITED STATES GOVERNMENT ARISING FROM ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED ACTION TAKEN BY YOUR COMPANY AGAINST ANY INDIVIDUAL, RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE RAPIDGate PROGRAM.

4. Confidential Background Screenings (Required)

Eid Passport takes seriously its commitment to security. That is why Eid Passport restricts its RAPIDGate program to companies and their employees who, at all times, meet all RAPIDGate program eligibility requirements including the RAPIDGate background screening criteria established for participating facilities.

To register for the RAPIDGate program and to become an authorized RAPIDGate badgeholder, your company's employees must consent to undergo, and must pass, a background screening to verify their eligibility. Additional background screenings may be conducted on authorized RAPIDGate badgeholders at any time or times, to verify their continued eligibility. By registering with the RAPIDGate program, the employees consent to such background screenings.

Background screenings will be conducted on individuals under circumstances that may include but are not limited to the following:

- When they first register for the RAPIDGate program
- Periodically and at any time or times while they are authorized RAPIDGate badgeholders
- When your company renews its employees' RAPIDGate badges
- At any time upon request by the participating facility(ies) for which the employees are authorized RAPIDGate badgeholders
- At any time upon request by any governmental department or agency that issues RAPIDGate badges (see Section 5, below)
- At any time, in Eid Passport's sole discretion, to verify that authorized RAPIDGate badgeholders meet the RAPIDGate program's eligibility requirements

ANY EMPLOYEE WHO DOES NOT CONSENT TO UNDERGO THE RAPIDGate BACKGROUND SCREENINGS, IS INELIGIBLE TO BE AN AUTHORIZED RAPIDGate BADGEHOLDER.

Eid Passport contracts with one or more third-party background screening providers to conduct *RAPIDGate* background screenings. The data obtained during the registration process and/or through the background screenings may vary by participating facility and may include any or all of the following:

Individual Information:

- Name
- Social Security Number
- Company-issued Employee Identification Number
- Individual photo
- Date of birth
- Fingerprints
- Address
- Phone number
- Social Security Number verification
- Felony and misdemeanor convictions
- Outstanding warrants
- Sexual offender convictions
- Terrorist or OFAC watch lists
- Driver's license (including all information and images stored on the license)

Public records may be used in the background screening reports, such as civil and/or criminal records. Your company's employees have the right to dispute the information on the report and to request additional disclosures provided under section 606(b) of the Fair Credit Reporting Act ("FCRA"), and a written summary of the employee's rights pursuant to section 609(c) of the FCRA.

If any background screenings produces a "fail" result, Eid Passport and/or its third-party background screening providers will so notify the affected employee. Eid Passport also may notify your company, and possibly also the participating facility(ies), of the employee's "fail" result. In the event of a "fail" result, the employee, and only the employee, will be provided with a copy of his or her background screening report. The employee will be afforded an opportunity to dispute the information in it. If the employee does not timely dispute the background screening results or, if the employee does so but is unsuccessful in changing the results, the employee will not qualify to be an authorized *RAPIDGate* badgeholder. Your company, and possibly also the participating facility(ies) and/or other agency of the United States government, will be so notified.

Eid Passport and/or its third-party background screening providers will NOT provide your company with a copy of the background screening reports or disclose to your company the contents of the background screening reports. Eid Passport may provide the participating facility(ies) and/or other United States government agency with the name and/or other identifying information of your company's employees who are authorized *RAPIDGate* badgeholders. In addition, depending upon the type of *RAPIDGate* badge that is issued to your company's authorized *RAPIDGate* badgeholders (see Section 5, below), Eid Passport also may provide your company, and/or the participating facility(ies) and/or other agency of the United States government, with records of the authorized *RAPIDGate* badgeholders' arrival and departure history, and/or records of their whereabouts, at the participating facility(ies).

YOU HEREBY AUTHORIZE EID PASSPORT AND/OR ITS THIRD-PARTY BACKGROUND SCREENING PROVIDER(S) TO RETAIN YOUR COMPANY'S EMPLOYEES' DATA, AND ANY UPDATES TO THAT DATA, FOR A COMMERCIALLY REASONABLE PERIOD OF TIME. EID PASSPORT AND ITS THIRD-PARTY BACKGROUND SCREENING PROVIDERS ARE COMMITTED TO MAINTAINING THIS DATA IN THE STRICTEST OF CONFIDENCE, AND FOLLOW STRINGENT FAIR INFORMATION PRACTICES IN ACCORDANCE WITH THE FCRA AND OTHER APPLICABLE LAWS AND REGULATIONS.

5. Rights and Obligations of Enrolled Companies and Authorized *RAPIDGate* Badgeholders

- *RAPIDGate* badge. The *RAPIDGate* badge is for the sole and exclusive use of the authorized *RAPIDGate* badgeholder. The *RAPIDGate* badgeholder may not share, lend or transfer his or her *RAPIDGate* badge to anyone else.

The *RAPIDGate* badge by itself does not guarantee quick access to, or any access to, any participating facility. For security reasons and under applicable laws, rules and regulations, the participating facility always has the final say on who may enter, and under what circumstances.

The *RAPIDGate* badge may be issued by Eid Passport, or it may be issued directly by the participating facility or another agency or department of the United States government. A government-issued *RAPIDGate* badge may entitle your company and/or its authorized *RAPIDGate* badgeholders to certain government privileges or rights, and/or impose upon your company and/or its authorized *RAPIDGate* badgeholders certain government obligations or restrictions, in addition to but outside of and unrelated to the *RAPIDGate* program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued *RAPIDGate* badges.

In the event that an Eid Passport-issued *RAPIDGate* badge is lost, damaged or stolen, the authorized *RAPIDGate* badgeholder must immediately notify your company. In the event that a government-issued *RAPIDGate* badge is lost, damaged or stolen, the authorized *RAPIDGate* badgeholder must immediately notify

the government department or agency that issued the RAPIDGate badge, and follow the department's or agency's instructions and procedures. In addition, if an authorized RAPIDGate badgeholder stops working for your company, or is otherwise disqualified as an authorized RAPIDGate badgeholder, the individual must immediately return the RAPIDGate badge to your company or, in the case of a government-issued RAPIDGate badge, to the issuing government agency.

Depending upon the facility, the RAPIDGate badge may contain radio frequency identification ("RFID") or other identifying technology. Such technology allows Eid Passport to record when authorized RAPIDGate badgeholders arrive at and depart the participating facility, and/or to track the whereabouts of authorized RAPIDGate badgeholders while they are on-site at the facility. Please check with RAPIDGate Customer Service for details on whether the RAPIDGate badge issued to your company's authorized RAPIDGate badgeholders contains this technology.

- Background screenings. At any time or times while your company's employees are authorized RAPIDGate badgeholders, they are subject to periodic background screenings, as often as deemed required by Eid Passport and at its sole discretion. This is done to verify that at all times the employees continue to meet the RAPIDGate program eligibility requirements. (See Section 4, above.)
- Designation of RAPIDGate Company Administrator. As part of the enrollment process, your company must designate an employee to serve as its RAPIDGate Company Administrator. Please provide RAPIDGate Customer Service with the name, telephone number, postal address and email address of the Vendor Administrator, in the space provided in Part A, Enrollment Form, above.
- Personnel or background changes affecting an authorized RAPIDGate badgeholder. Your company must promptly notify RAPIDGate Customer Service of any changes in the employment or background status of its authorized RAPIDGate badgeholders that could affect their RAPIDGate eligibility. Circumstances giving rise to this duty to notify include but are not limited to an authorized RAPIDGate badgeholder's separation from employment; change in job duties eliminating the need to conduct official business on the participating facility(ies); felony or misdemeanor convictions; outstanding warrants; sexual offender convictions; or placement on Terrorist or OFAC watch lists.
- Refunds. No refunds will be made to or on behalf of your company, or to or on behalf of any of its employees, if an employee does not pass a RAPIDGate background screening or is disqualified as an authorized RAPIDGate badgeholder. In such event, your company and its employees will have no remedies or other financial recourse against Eid Passport or its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government.

6. RAPIDGate program renewal

a. Company renewal

RAPIDGate Customer Service will contact your company shortly before expiration of its RAPIDGate enrollment. If your company wishes to renew its enrollment, it may do so by paying the RAPIDGate enrollment renewal fee. *Your company's enrollment renewal is subject to the approval of the participating facility and to your company's continued eligibility in all other respects.*

b. Authorized RAPIDGate badgeholder renewals

If your company renews its enrollment for another term, RAPIDGate will notify it of the names of its authorized RAPIDGate badgeholders whose RAPIDGate badges are due to expire. Your company may authorize renewal of their RAPIDGate badges for another term, by paying their renewal fee. It may be necessary for the individuals to re-register at the Registration Station at the participating facility(ies). Renewal is contingent upon their passing a RAPIDGate background screening and in all other respects meeting the RAPIDGate program eligibility requirements. (See Section 4, above.)

Your company is responsible for deciding which RAPIDGate badges to renew. If an authorized RAPIDGate badgeholder does not wish his or her RAPIDGate badge to be renewed, he or she must so notify your company's RAPIDGate Company Administrator at least 45 days before expiration of the RAPIDGate badge. **YOU HEREBY AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT AND ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES AND AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, OF AND FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING FROM YOUR COMPANY'S RENEWAL, OR FAILURE TO RENEW, ANY RAPIDGate BADGE FOR ANY COMPANY EMPLOYEE.**

7. Grounds for revoking RAPIDGate program enrollment and access privileges

a. Your company

Your company's *RAPIDGate* enrollment is valid for a specified term, provided that at all times it meets the *RAPIDGate* program eligibility requirements. If at any time your company fails to meet any *RAPIDGate* program eligibility requirements, its enrollment will be subject to revocation. If at any time your company no longer is enrolled in the *RAPIDGate* program, its authorized *RAPIDGate* badgeholders no longer will be eligible for the *RAPIDGate* program, and their *RAPIDGate* badges will be deactivated.

Your company could lose its eligibility to be enrolled in the *RAPIDGate* program, and have its *RAPIDGate* enrollment revoked, on grounds including but not limited to:

- The participating facility(ies) for which your company is enrolled in the *RAPIDGate* program no longer participates in the *RAPIDGate* program
- The participating facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPIDGate* program
- Your company does not pay its *RAPIDGate* enrollment or renewal fee
- Your company violates any term or condition of this Agreement
- An authorized *RAPIDGate* badgeholder of your company violates any term or condition of his or her *RAPIDGate* Individual User Agreement.

b. *RAPIDGate* badges

The *RAPIDGate* badges issued to your company's employees are valid for a specified term, provided that the employees at all times meet the *RAPIDGate* program eligibility requirements. If at any time an authorized *RAPIDGate* badgeholder fails to meet any of the *RAPIDGate* program eligibility requirements, the individual will lose his or her *RAPIDGate* program eligibility, and his or her *RAPIDGate* badge will be deactivated. Your company's authorized *RAPIDGate* badgeholders may lose their *RAPIDGate* program eligibility, and be subject to deactivation of their *RAPIDGate* badge, on grounds including but not limited to:

- The authorized *RAPIDGate* badgeholder no longer works for your company
- The authorized *RAPIDGate* badgeholder does not pass a *RAPIDGate* background screening
- The authorized *RAPIDGate* badgeholder's work functions no longer include visiting the participating facility(ies)
- Your company requests to remove the authorized *RAPIDGate* badgeholder from the *RAPIDGate* program
- Your company no longer is eligible, or otherwise ends its enrollment in, the *RAPIDGate* program
- The facility(ies) for which your company is enrolled in the *RAPIDGate* program no longer participates in the *RAPIDGate* program
- The facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPIDGate* program
- The facility(ies), or other agency or department of the United States government, withdraws the individual's authorization as a *RAPIDGate* badgeholder and/or requires deactivation of the individual's *RAPIDGate* badge
- The authorized *RAPIDGate* badgeholder violates any term or condition of his or her *RAPIDGate* Individual User Agreement
- The authorized *RAPIDGate* badgeholder uses the *RAPIDGate* program to access the participating facility(ies) for any reason other than for official business.

8. General Restrictions, Limitations and Resolution of Disputes

- This enrollment does not by itself confer on your company or its employees any rights or privileges under the *RAPIDGate* program. Enrollment is subject to the approval of the participating facility(ies). In addition, your company's enrollment is subject to the terms and conditions set forth in this Agreement. Your company's employees who register for the *RAPIDGate* program are subject to the terms and conditions of their *RAPIDGate* Individual User Agreement.
- This enrollment does not guarantee your company's authorized *RAPIDGate* badgeholders access to any participating facility. The participating facility(ies) maintains the right to deny entrance to your company's authorized *RAPIDGate* badgeholders and to take any security precautions it deems necessary, including but not limited to conducting random inspections of your company's authorized *RAPIDGate* badgeholders and/or their vehicles.
- Your company's enrollment is valid only for the participating facility(ies) that have authorized your company to enroll in the *RAPIDGate* program and for which your company has enrolled.
- A participating facility may revoke your company's, and/or its authorized *RAPIDGate* badgeholders', access privileges under the *RAPIDGate* program at any time for any reason. You agree on behalf of your company that, in such event, your company and its employees have no financial, legal or other remedies against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States Government.
- Eid Passport takes pride in its background screening service but cannot guarantee the accuracy of the data obtained. As explained in Section 4, above, your company's employees have the right to dispute a "fail" result of a *RAPIDGate* background screening. *You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government, arising from any dispute over the accuracy or completeness of data derived from a RAPIDGate background screening, or arising from an employee not passing a RAPIDGate background screening.*

by Eid Passport

- RAPIDGate badges that are issued by the government may entitle the authorized RAPIDGate badgeholders and/or your company to certain government privileges or rights, or impose upon them certain government obligations or restrictions, in addition to but outside of and unrelated to the RAPIDGate program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued RAPIDGate badges. *You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over any government content or functions of government-issued RAPIDGate badges.*
- Eid Passport contracts with one or more third parties to conduct RAPIDGate background screenings. Such third party(ies) conform to the highest standards of care with respect to protection of personally identifiable data. Eid Passport stores on its own servers only limited personally identifiable information on RAPIDGate participants. Eid Passport does not store on its servers, and maintains no database containing, the contents of background screenings conducted on RAPIDGate participants. Such data is stored with Eid Passport's third-party background screening provider(s). *You agree on behalf of your company that neither your company nor its employees has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from the storage of any personally identifiable data on any employee that is not maintained on Eid Passport's own servers or contained in Eid Passport's own database.*
- You agree that, if your company has a dispute with Eid Passport arising from or relating to the RAPIDGate program, your company will so notify Eid Passport in writing within six months of the event or the action giving rise to the dispute, at the address listed in Section A, Enrollment Form, above. You agree that your company will make every effort to resolve the dispute informally. You further agree that, in the event of a breach of this Agreement by Eid Passport, your company's sole and exclusive remedy will be an amount equal to your company's enrollment fee for the year in which the breach occurred.
- This Agreement is governed by the laws of the State of Oregon, notwithstanding conflicts of laws principles. You agree that any legal action brought under this Agreement must be brought in Washington County, Oregon. The prevailing party shall be entitled to recover its/his/her legal costs and attorney's fees.
- If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between your company and Eid Passport with respect to the RAPIDGate program. This Agreement supersedes any proposal or any prior or contemporaneous writings or other agreement, oral or written, and any other communications or representations between your company and Eid Passport relating to the RAPIDGate program.

I hereby (1) certify that I have the authority to bind my company to the terms and conditions of this Agreement; (2) accept, on behalf of my company, the terms and conditions of this Agreement; and (3) agree, on behalf of my company, to be bound by the terms and conditions of this Agreement.

Name (Signed)

Date

Denise Whittaker

Name (Printed)

Interim Superintendent/President

Title

Southwestern Community College District

Name of company on whose behalf individual is signing

©2005-7, Eid Passport, Inc.



The RAPIDGate Program is provided by Eid Passport, Inc.
The RAPIDGate Program contains products and services subject to U.S. Patent No. 6,779,721.
Eid Passport and RAPIDGate are trademarks of Eid Passport, Inc.

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

Approval No.: A33 42-11

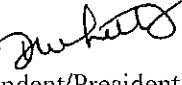
Date: 8/29/11


ITEM #20A2.1


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Joseph Quarles 
Interim Vice President for Human Resources

INITIATED BY: Jackie Osborne 
Acting Director of Human Resources

SUBJECT: Agreement with Robert Abel Investigative Services

RECOMMENDATION

Ratify Agreement No. A3334.11 with Robert Abel Investigative Services, for consulting services to conduct confidential interviews, for the period August 12, 2011 to June 30, 2012, inclusive, in the amount of \$85 per hour, not to exceed \$5,000 annually.

RATIONAL FOR RATIFICATION

The College District has an existing contract with Liebert Cassidy Whitmore (LCW) and previously used Robert Abel's services, but the cost via LCW includes \$250.00 for the attorney and \$85.00 for the investigator. After the deadline for the August Governing Board agenda submission we received a formal Discrimination Complaint which required an immediate need for an independent investigation. By contracting directly with the investigator, the College District can save money and the Interim Superintendent/President, Denise Whittaker, directed Human Resources to proceed with the investigation and hire the consultant.

OVERVIEW

Pursuant to District Policy No. 3430-Prohibition of Harassment & Discrimination, the College District engages professional expert consultant when necessary. The consultant conducts confidential interviews with relevant parties and prepares an analysis for management. The consultant is familiar with the industry and maintains current investigatory techniques.

Robert Abel Investigative Services provides ongoing technical assistance including, but not limited to, confidential interviews and reports.

FISCAL IMPACT/ACCOUNT

NTE \$5,000 Cost to the District/Account No. 1-45110-665000-000

JQ:jo

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Independent Contractor Agreement
(For short or long term contracts with a value of \$3,001 and over)

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

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

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

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

NOW THEREFORE, the following is agreed:

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

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

Employee Investigation

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

- (a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$5,000.00 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.

- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on August 12, 2011 and shall terminate on June 30, 2012.

IV. CONFLICT OF INTEREST.

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

V. INDEPENDENT CONTRACTOR.

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

VI. TAXES.

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

VII. MATERIALS.

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

VIII. AUDIT AND INSPECTION OF RECORDS.

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

IX. CONFIDENTIALITY AND USE OF INFORMATION.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

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

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

XI. HOLD HARMLESS.

Contractor agrees to indemnify, but shall have no obligations to, defend the District, its officers employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts or omissions of the Contractor to the extent actually caused by the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions or the District in the negligent performance of this Contract.

XII. TERMINATION.

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

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

XIII. INSURANCE

Contractor agrees to carry a comprehensive or commercial general liability insurance with limits of one-million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.

XIV. WORKER'S COMPENSATION INSURANCE.

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

XV. ORIGINALITY.

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

XVI. WORKS FOR HIRE.

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

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

XVII. RIGHTS IN DATA.

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

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

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

XIX. PERMITS/LICENSES.

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

XX. NON-WAIVER.

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

XXI. SEVERABILITY.

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

XXII. ASSIGNMENT.

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

XXIII. LAWS GOVERNING.

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

XXIV. ENTIRE AGREEMENT/MODIFICATION.

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

XXV. NOTICES.

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

This Contract is entered into this 14th day of September, 2011.

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

Robert Able Investigative Services

Name: Robert Abel

SS#/Federal Tax ID: 552-82-4012

Address: P.O. Box 901

City/State/Zip: La Mesa, CA 91944

Telephone: 619-916-9320

Fax: 888-830-6499

Are you a District employee? ☐ Yes ☒ No

Is a Credential or Special License required for this consultancy? ☒ Yes ☐ No

If yes, please specify and attach a copy of current License. PI26819

Signature: _____

Date: _____

Southwestern Community College District

Denise Whittaker

Interim Superintendent/President

900 Otay Lakes Road

Chula Vista, CA 91910-7299

Telephone: 619 482-6301/Fax: 619 482-6413

Signature: _____

Date: _____

Originator: Jackie Osborne

Account No.: 1-45110-665000-000

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

Director

Approval No.: A3334.11


Date: 9/6/11

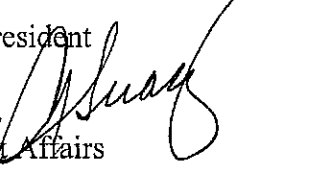
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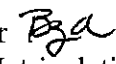
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Beatrice Zamora-Aguilar 
Dean, Counseling and Matriculation

SUBJECT: Community Partnership Program Agreement with National City Public Library

RECOMMENDATION

Ratify Agreement No. A3336.11 with National City Public Library, for the Community Partnership Program, for the period August 11, 2011 to June 30, 2012, inclusive, at a cost based on Shared Cost Selection Chart.

RATIONALE FOR RATIFICATION

This agreement utilizes the template approved by the Governing Board on November 12, 2008, for the purpose of expediting the development of partnerships with community agencies. This process facilitates the efficient placement of students in community organizations in order to gain work-related experience. Governing Board approval and notification of these employers are reported once students have been placed.

OVERVIEW

The Community Partnership Program Agreement was initiated to establish partnerships with employers and paid internship/employment opportunities for students through a variety of funded programs (Federal Work Study, CalWORKs, EOPS).

The employers have the opportunity to mentor Southwestern College students and develop a future workforce. Employers will reimburse the District for paid wages and Workers' Compensation at a mutually agreed upon percentage.

FISCAL IMPACT/ACCOUNT

Cost to the District (as reflected on the Shared Cost Selection Chart)/Account No.
1-2344-647001-400 (FWS)

BZ/nr



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY PARTNERSHIP PROGRAM AGREEMENT
WITH NATIONAL CITY PUBLIC LIBRARY**

THIS AGREEMENT is executed on September 14, 2011, by and between Southwestern Community College District (hereinafter referred to as "District") and National City Public Library (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Community Partnership Program.

WHEREAS, it is the intention of the Parties to participate in the Community Partnership Program, for the purpose of providing employment opportunities to students eligible for the program (hereinafter referred to as "Students" or "Participants");

WHEREAS, District does not own or operate Agency;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

- A. District shall be the employer of record. District shall have the ultimate right to control and direct the services of Students for Agency. District shall also determine that each Student meets eligibility requirements for employment under the Community Partnership Program. District shall assign eligible Students to work for Agency. In addition, Students' work hours may be modified (increased/decreased) by District based on the availability of funds. Agency's responsibility for immediate supervision of Students shall be limited to direction of details and means by which Students perform work for Agency.
- B. The work performed by Students shall be in the public interest or, in the case of private agencies for profit employment, work shall be related to the Students' academic major, course work, or career interest, and shall not:
 - 1. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent twelve (12) month period; nor shall work require any funds appropriated for this program to supplant any state, federal, District or other funds used to support previous or existing paid positions in any profit, nonprofit or government agency; impair existing contracts for services; nor fill positions that are vacant because Agency's regular employees are on strike;
 - 2. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public office;
 - 3. Involve any lobbying on the federal, state, or local levels.
 - 4. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction, or as a place for religious worship.
- C. Agency Agrees:
 - 1. To the extent Agency is able, to utilize the services of qualified Participants referred to it by District who are eligible to participate.

2. To submit a job request form for Participants' reference, hereinafter called "Job Request Form," which provides the following information:
 - a. The total number of positions available;
 - b. A job description of each available position, including the suggested rate of pay;
 - c. The skills required of the prospective Participants; and
 - d. Preferred work days and hours.
3. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.
4. To complete all necessary monthly timekeeping for accounting purposes on forms provided by District.
5. To certify the accuracy of hours reported and the performance on the part of Participants.
6. To not make payments of money to Participants.
7. To reimburse monthly to District the mutually agreed amount of total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
8. To reimburse District 100% for any hours and/or rate of pay exceeding District-approved hours/pay rate.
9. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.

D. District Agrees:

1. To screen and refer Participants to prospective Agencies.
2. To notify Agency of any Participants who may become ineligible.
3. To review with the Participants, the terms of the Job Request Form submitted by Agency.
4. Upon the request of Agency, to accept the termination of any Participants provided by District.
5. To be responsible for the administration of the Program, the maximum hours allowed and the rate of pay.
6. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.
7. To pay compensation to participants. Compensation shall be no more than the approved District rate of pay.
8. To not discriminate against, and refer Participants regardless of race, color, national origin, gender, religion, or disability.

II. Term of Agreement

- A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective August 11, 2011 to June 30, 2014.

- C. This Agreement may be modified at any time by written consent of the Parties.
- D. This Agreement constitutes the entire agreement between the Parties. There is no expressed or implied agreement except as stated in this Agreement.

III. Insurance and Liability

- A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Participants of the District.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including, without limitation, attorney's fees) for injury or death to persons, including employees of District, and damage to property, including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

- A. District is, for all purposes, an independent District and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.
- B. It is expressly understood and agreed that neither District nor Participants shall in any event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.
- C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

V. Shared Cost (Pay and Workers' Compensation) Selection Chart

CHECK APPLICABLE BOX(ES):

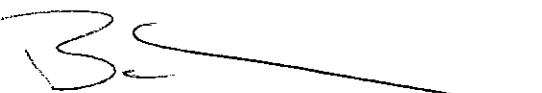
FEDERAL WORK STUDY	CALWORKS WORK STUDY	EOPS INTERNSHIP
<input type="checkbox"/> Federal Work-Study (Public and Non-Profit) (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input type="checkbox"/> CalWORKs Work-Study (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input type="checkbox"/> EOPS Internship (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
<input type="checkbox"/> Federal Work-Study (Private for Profit) (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input type="checkbox"/> CalWORKs Work-Study (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input type="checkbox"/> EOPS Internship (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
<input checked="" type="checkbox"/> Federal Work-Study (Public and Non-Profit) (100% District Paid) District agrees: To pay one hundred percent (100%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.		

(This Agreement is not valid until signed by both Parties)

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: _____
 Denise Whittaker
 Interim Superintendent/President

Date: _____


 Signature of Agency Representative

Date: August 2, 2011

Belinda DiLeo
 Name of Agency Representative

Literacy Coordinator
 Title of Agency Representative

Belinda DiLeo
 Agency Contact Person

National City Public Library
 Agency Name

1401 National City Blvd, National City, CA 91950
 Agency Address

(619) 470-5865
 Agency Telephone Number

95-6000749
 Agency Federal Tax Number

Originator: Nelson Riley
Department: Student Employment Services
Budget No. (FWS) 1-2344-647001-400 (EOPS) 1-2343-732400-434 (CalWORKs) 1-2343-649980-928 and 1-2343-649902-928

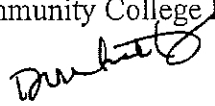
Approved as to form by the office of the
 Purchasing, Contracting & Central Services
 Director
 Approval No.: A3336.11
 Date: 8/24/11


ITEM #20A3.2

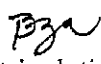
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Beatrice Zamora-Aguilar 
Dean, Counseling and Matriculation

SUBJECT: Community Partnership Program Agreement with South County
Economic Development Council

RECOMMENDATION

Ratify Agreement No. A3337.11 with South County Economic Development Council, for the Community Partnership Program, for the period August 15, 2011 to June 30, 2014, inclusive, at a cost based on Shared Cost Selection Chart.

RATIONALE FOR RATIFICATION

This agreement utilizes the template approved by the Governing Board on November 12, 2008, for the purpose of expediting the development of partnerships with community agencies. This process facilitates the efficient placement of students in community organizations in order to gain work-related experience. Governing Board approval and notification of these employers are reported once students have been placed.

OVERVIEW

The Community Partnership Program Agreement was initiated to establish partnerships with employers and paid internship/employment opportunities for students through a variety of funded programs (Federal Work Study, CalWORKs, EOPS).

The employers have the opportunity to mentor Southwestern College students and develop a future workforce. Employers will reimburse the District for paid wages and Workers' Compensation at a mutually agreed upon percentage.

FISCAL IMPACT/ACCOUNT

Cost to the District (as reflected on the Shared Cost Selection Chart)/Account Nos.
1-2344-647001-400 (FWS); 1-2343-732400-434 (EOPS); 1-2343-49980-928; 1-2343-649902-928 (CalWORKs)

BZ/nr



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY PARTNERSHIP PROGRAM AGREEMENT
WITH SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT is executed on September 14, 2011, by and between Southwestern Community College District (hereinafter referred to as "District") and South County Economic Development Council (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Community Partnership Program.

WHEREAS, it is the intention of the Parties to participate in the Community Partnership Program, for the purpose of providing employment opportunities to students eligible for the program (hereinafter referred to as "Students" or "Participants");

WHEREAS, District does not own or operate Agency;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

- A. District shall be the employer of record. District shall have the ultimate right to control and direct the services of Students for Agency. District shall also determine that each Student meets eligibility requirements for employment under the Community Partnership Program. District shall assign eligible Students to work for Agency. In addition, Students' work hours may be modified (increased/decreased) by District based on the availability of funds. Agency's responsibility for immediate supervision of Students shall be limited to direction of details and means by which Students perform work for Agency.
- B. The work performed by Students shall be in the public interest or, in the case of private agencies for profit employment, work shall be related to the Students' academic major, course work, or career interest, and shall not:
 - 1. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent twelve (12) month period; nor shall work require any funds appropriated for this program to supplant any state, federal, District or other funds used to support previous or existing paid positions in any profit, nonprofit or government agency; impair existing contracts for services; nor fill positions that are vacant because Agency's regular employees are on strike;
 - 2. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public office;
 - 3. Involve any lobbying on the federal, state, or local levels.
 - 4. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction, or as a place for religious worship.
- C. Agency Agrees:
 - 1. To the extent Agency is able, to utilize the services of qualified Participants referred to it by District who are eligible to participate.

2. To submit a job request form for Participants' reference, hereinafter called "Job Request Form," which provides the following information:
 - a. The total number of positions available;
 - b. A job description of each available position, including the suggested rate of pay;
 - c. The skills required of the prospective Participants; and
 - d. Preferred work days and hours.
 3. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.
 4. To complete all necessary monthly timekeeping for accounting purposes on forms provided by District.
 5. To certify the accuracy of hours reported and the performance on the part of Participants.
 6. To not make payments of money to Participants.
 7. To reimburse monthly to District the mutually agreed amount of total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
 8. To reimburse District 100% for any hours and/or rate of pay exceeding District-approved hours/pay rate.
 9. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.
- D. District Agrees:
1. To screen and refer Participants to prospective Agencies.
 2. To notify Agency of any Participants who may become ineligible.
 3. To review with the Participants, the terms of the Job Request Form submitted by Agency.
 4. Upon the request of Agency, to accept the termination of any Participants provided by District.
 5. To be responsible for the administration of the Program, the maximum hours allowed and the rate of pay.
 6. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.
 7. To pay compensation to participants. Compensation shall be no more than the approved District rate of pay.
 8. To not discriminate against, and refer Participants regardless of race, color, national origin, gender, religion, or disability.

II. Term of Agreement

- A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective August 15, 2011 to June 30, 2014.

- C. This Agreement may be modified at any time by written consent of the Parties.
- D. This Agreement constitutes the entire agreement between the Parties. There is no expressed or implied agreement except as stated in this Agreement.

III. Insurance and Liability

- A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Participants of the District.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including, without limitation, attorney's fees) for injury or death to persons, including employees of District, and damage to property, including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

- A. District is, for all purposes, an independent District and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.
- B. It is expressly understood and agreed that neither District nor Participants shall in any event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.
- C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

V. Shared Cost (Pay and Workers' Compensation) Selection Chart

CHECK APPLICABLE BOX(ES):

FEDERAL WORK STUDY	CALWORKS WORK STUDY	EOPS INTERNSHIP
<input checked="" type="checkbox"/> Federal Work-Study (Public and Non-Profit) (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> CalWORKs Work-Study (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> EOPS Internship (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
<input checked="" type="checkbox"/> Federal Work-Study (Private for Profit) (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> CalWORKs Work-Study (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> EOPS Internship (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
<input type="checkbox"/> Federal Work-Study (Public and Non-Profit) (100% District Paid) District agrees: To pay one hundred percent (100%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.		

(This Agreement is not valid until signed by both Parties)

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: _____
Denise Whittaker
Interim Superintendent/President

Date: _____

Signature of Agency Representative

Date: 8/2/11
Cindy Gompper Graves
Name of Agency Representative

CEO
Title of Agency Representative

Cindy Gompper Graves
Agency Contact Person

South County Economic Development Council
Agency Name

1111 Bay Blvd., Ste. E, Chula Vista, CA 91910
Agency Address

(619) 424-5143
Agency Telephone Number

33-0447669
Agency State Tax Number

Originator: Nelson Riley Department: Student Employment Services Budget No. (FWS) 1-2344-647001-400 (EOPS) 1-2343-732400-434 (CalWORKs) 1-2343-649980-928 and 1-2343-649902-928

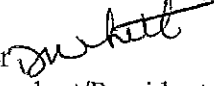
Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: 43337.11
Date: 8/2/11


ITEM #20B1.1


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

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

SUBJECT: Amendment No. 1 to Agreement No. A3252.11 with
Southern California Soil and Testing, Inc.

RECOMMENDATION

Approve Amendment No. 1 to Agreement No. A3252.11 with Southern California Soil and Testing, Inc., for additional consulting services, for the period June 9, 2011 to December 31, 2012, inclusive, in the amount of \$16,800.00, for a new contract total, in the amount of \$47,980.25.

OVERVIEW

Southwestern Community College District and Southern California Soil and Testing, Inc. entered into an agreement on June 9, 2011 to provide consulting services for the "Building 570 and 510 Modernization" project.

Additional inspections and testing will be required prior to the completion of construction for the "Building 570 and 510 Modernization" project. The additional services will include inspections and testing for concrete, structural steel and soils. Concrete services include additional sample pickups, concrete cylinder compression lab testing, tension proof load on anchors and dowels, drilled anchor, batch plant, and cast-in-place concrete inspections. Structural steel services include field, shop and ultrasonic testing and inspection. Soils services include technicians for grading, utility trench and subgrade/base/paving. This amendment will add the additional services as described above to the agreement with Southern California Soil and Testing, Inc. These services will be funded by Proposition AA.

FISCAL IMPACT/ACCOUNT

\$16,800.00 Cost to the District/Account No.: 0-45110-718646-000 (Building 570 and 510 Modernization Project - Proposition AA Funds)

JRB:mk

Southwestern Community College District
Amendment to Agreement No. A3252.11
With
Southern California Soil & Testing, Inc.

Amendment No. One (1)

Southwestern Community College District and Southern California Soil & Testing, Inc. entered into Agreement No. A3252.11 on June 9, 2011.

Additional inspections and testing will be required prior to the completion of construction for the "Building 570 and 510 Modernization" project. The additional services will include inspections and testing for concrete, structural steel and soils. Concrete services include additional sample pickups, concrete cylinder compression lab testing, tension proof load on anchors and dowels, drilled anchor, batch plant, and cast-in-place concrete inspections. Structural steel services include field, shop and ultrasonic testing and inspection. Soils services include technicians for grading, utility trench and subgrade/base/paving.

The District desires to add the additional services as described above to Agreement No. A3252.11 as Amendment No. 1.

Amendment No. 1 will increase the consulting services fee with Southern California Soil & Testing, Inc., in the amount of \$16,800, resulting in a new contract amount of \$47,980.25. These services will be funded by Proposition AA.

No Further Modifications Have Been Made To This Agreement

Southwestern Community College District

Southern California Soil & Testing, Inc.

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

Gordon T. Woodard
Vice President
6280 Riverdale Street
San Diego, CA 92120

Originator: Robert J. Temple, Interim Vice President for Business and Financial Affairs
Account No.: 0-45110-718646-000 (Building 570 and 510 Modernization Project - Proposition AA Funds)

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director Amendment No. 1 to
Approval No.: A3252.11
Date: 8/15/11

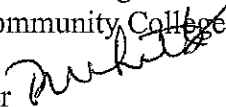
ITEM #20B1.2


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September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

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

SUBJECT: Amendment No. 1 to Agreement No. A2974.10 with
Southern California Soil and Testing, Inc.

RECOMMENDATION

Approve Amendment No. 1 to Agreement No. A2974.10 with Southern California Soil and Testing, Inc., for additional consulting services, for the period May 13, 2010 to December 31, 2011, inclusive, in the amount of \$36,989, for a new contract total, in the amount of \$77,003.

OVERVIEW

Southwestern Community College District and Southern California Soil and Testing, Inc. entered into an agreement on May 13, 2010 to provide consulting services for the "Snack Bar/Café" project.

Additional inspections, testing, and reports will be required prior to the completion of construction for the "Snack Bar/Café" project. The additional services will include structural steel shop and ultrasonic testing, concrete batch plant and drilled anchor inspections, concrete compression testing and mix design review, rebar bend testing, soil maximum density testing, and field technicians required for the grading, utility trench and subgrade/base work. This amendment will add the additional services as described above to the agreement with Southern California Soil and Testing, Inc. These services will be funded by Proposition AA.

FISCAL IMPACT/ACCOUNT

\$36,989 Cost to the District/Account No.: 0-45110-718647-000 (Snack Bar / Café Project - Proposition AA Funds)

JRB:mk

Southwestern Community College District
Amendment to Agreement No. A2974.10
With
Southern California Soil & Testing, Inc.

Amendment No. One (1)

Southwestern Community College District and Southern California Soil & Testing, Inc. entered into Agreement No. A2974.10 on May 13, 2010.

Additional inspections, testing, and reports will be required prior to the completion of construction for the "Snack Bar/Café" project. The additional services will include structural steel shop and ultrasonic testing, concrete batch plant and drilled anchor inspections, concrete compression testing and mix design review, rebar bend testing, soil maximum density testing, and field technicians required for the grading, utility trench and subgrade/base work.

The District desires to add the additional services as described above to Agreement No. A2974.10 as Amendment No. 1.

Amendment No. 1 will increase the consulting services fee with Southern California Soil & Testing, Inc., in the amount of \$36,989, resulting in a new contract amount of \$77,003. These services will be funded by Proposition AA.

No Further Modifications Have Been Made To This Agreement

Southwestern Community College District

Southern California Soil & Testing, Inc.

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

Gordon T. Woodard
Vice President
6280 Riverdale Street
San Diego, CA 92120

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director *Amendment No. 1 to*
Approval No.: A 2974.10
Date: _____

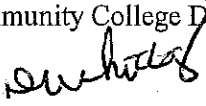
Originator: Robert J. Temple, Interim Vice President for Business and Financial Affairs
Account No.: 0-45110-718647-000 (Snack Bar / Café Project - Proposition AA Funds)


ITEM #20B1.3

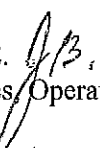
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

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

SUBJECT: Amendment No. 3 to Agreement No. A2842.09
with Seville Construction Services, Inc.

RECOMMENDATION

Approve Amendment No. 3 to Agreement No. A2842.09, with Seville Construction Services, Inc., to modify "Appendix 1 to Exhibit A" and "Exhibit C". The value of the agreement remains at the "not to exceed value" of \$3,597,486.

OVERVIEW

The Governing Board approved Agreement No. A2842.09 with Seville Construction Services, Inc. on November 18, 2009.

Seville Construction Services, Inc.'s agreement, as awarded, included program management of three projects as noted in Appendix 1 to Exhibit A of the agreement and Exhibit "C" had a number of staffing positions shown as TBD. Phase I of the Proposition R program was modified by the former Vice President for Business and Financial Affairs and included the addition of 11 projects valued at approximately \$72 million. This re-phasing of projects was presented to the Governing Board February 9, 2011 as an enclosure to the second proposed bond sale.

This amendment clarifies the current projects and phases for Proposition R (Exhibit A), and will reflect the anticipated staffing plan of the team positions, up to the current "not to exceed" value of the agreement. It does not increase the value of Seville's contract at this time.

Although this amendment does not add any additional costs at this time, the District does not have the staff necessary to manage and perform all of the functions to continue the Proposition R project in the New Phase I. We will either have to increase the amount of the Seville contract to include the additional projects and corresponding contract value or we will have to hire additional in-house staff, funded by Prop R or some combination of the two. The other alternative is to seek an additional firm to provide the additional services in whole or combination with added in-house staff.

FISCAL IMPACT/ACCOUNT

No cost to the District.

JRB:mk

Southwestern Community College District
Amendment to Agreement
With
Seville Construction Services, Inc.

Amendment No. Three (3)

The Governing Board approved Agreement No. A2842.09 with Seville Construction Services, Inc. on November 18, 2009.

The District wishes to modify Appendix 1 to Exhibit A and Exhibit C to Agreement No. A2842.09 as Amendment No. 3.

Amendment No. 3 will modify the contract to provide services for additional projects and revise projects under each phase for more effective planning.

No Further Modifications Have Been Made To This Agreement

Southwestern Community College District

Seville Construction Services, Inc.

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

Jeffrey S. Flores
President / CEO
35 Hugus Alley, Suite 210
Pasadena, CA 91103

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

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director *Amendment No. 3 to*
Approval No. *A-2842.09*
Date: *8/24/11*

**Appendix 1 to Exhibit A, Revision 1
Bond Project and Phasing Schedule**

Phase 1 from 2009 to 2014

1. National City New Two- Story Facility (classrooms & labs)	\$17,715,000
2. Comer Parcel Development	\$73,835,000
3. Remodel of Cafeteria Building 610	\$1,272,000
4. Central Power Plant	\$24,590,000
5. Replacement of DeVore Stadium Field House, Classrooms, Team Rooms Shower & Locker Rooms, Faculty Offices, Weight & Fitness Room	\$8,595,000
6. Energy Efficient Project upgrades, Building Controls, Lighting	\$5,000,000
7. Updated Security, Fire Alarms and Technology	\$2,106,000
8. Phase I - Equipment for Renovated and Remodeled Buildings	\$5,180,000
9. Synthetic Turf Football Stadium, Soccer, Softball and Practice Fields	\$3,500,000
10. PV / Solar projects	\$5,000,000
11. Mayan Hall (Theater) Renovation and ADA Access	\$8,126,000
12. Landscaping and Entry Construction	\$4,497,000
13. Remodel of 100 Buildings and Classrooms	\$1,611,000
14. Remodel of 210 Building	<u>\$2,770,200</u>
	\$172,797,200

Phase II from 2014 to 2019

1. Faculty Resource Center	\$3,759,000
2. New Science Building	\$3,200,000
3. Remodel of 330/310, Chemistry and Life Science Laboratories Classrooms	\$3,245,000
4. New Higher Education Center Eastern Chula Vista	\$20,488,500
5. Replacement of Swimming Pools	\$3,126,000
6. Remodel Gymnasium & Building 1000	\$15,477,000
7. Remodel of 220, 300, 320, 340, 381 and 382 Buildings	\$6,463,800
8. San Ysidro Construction of a Parking Structure	\$5,478,000
9. Phase 2 - Equipment for Renovated and Remodeled Buildings	<u>\$5,000,000</u>
	\$66,237,300

Phase III from 2019 to 2024

1. Remodel of Classroom Buildings (630 & 710)	\$3,839,000
2. New Higher Education Center Western Chula Vista	\$20,488,500
3. Construct Maintenance and Operations Buildings	\$9,033,000
4. Construct New Horticulture Classroom Building	\$1,256,000
5. Replacement track and synthetic turf, team rooms and training course	\$7,731,000
6. Tennis Courts and Lighting	\$4,853,000
7. Phase 3 - Equipment for Renovated and Remodeled Buildings	\$5,000,000
8. Utility Replacement/Upgrade (District-wide)	<u>\$16,434,000</u>
	\$68,634,500

Phase IV from 2024 to 2029

1. Overall Phase 3 Demolition; Remove Building 640, 650, 660, 1020, All 1600 Buildings, 1700/1710, 1730, 1735 & Pools	\$1,625,000
2. Replacement of Roofing, HVAC, Electrical Systems, Plumbing and Flooring for Buildings District-wide	\$21,877,500
3. Phase 4 - Equipment for Renovated and Remodeled Buildings	<u>\$5,000,000</u>
	\$28,502,500

Phase V from 2029 to 2034

1. Otay Mesa Phase II Classrooms and labs	\$25,526,000
2. Replacement of Roofing, HVAC, Electrical Systems, Plumbing and flooring for Buildings District-wide	<u>\$26,877,500</u>
	\$52,403,500

TOTAL \$388,575,000

NOTE: The phases are structured in 5 year increments and the budgets are based on the assessed valuation of \$19.60 per \$100k.

EXHIBIT "C" (REVISION 01) September 15, 2011

STAFFING PLAN / FEE SCHEDULE

PROGRAM AND CONSTRUCTION MANAGEMENT

Projected Staff		Projected Hours per Month						
		2011					2012	
		Aug	Sept	Oct	Nov	Dec	Jan	Feb
Position								
Program Director		184	168	168	160	152	168	129
Deputy Program Director		168	168	168	160	152	168	129
Sr. Project Manager		184	168	168	160	152	168	129
Project Manager		136	168	168	160	152	168	129
IT / Technology Manager		12	12	12	12	12	12	10
Schedule / Cost Engineer		184	168	168	160	152	168	129
Administrative Assistant		184	168	168	160	152	168	129
Estimated Hours per Month		1052	1020	1020	972	924	1020	784
Estimated Cost per Month		\$143,000	\$139,000	\$139,000	\$133,000	\$130,000	\$143,000	\$110,000

Current

APPENDIX 1 TO EXHIBIT A

Phase I

National City New Two-Story Facility (classrooms & labs)	\$17,715,000
Corner Parcel Development	\$73,835,000
Replacement of Devore Stadium Field House, Classrooms, Team Rooms	
Shower & Locker Rooms, Faculty Offices, Weight & Fitness Room	<u>\$8,595,000</u>
	\$100,145,000

Phase II

Remodel of 100 Buildings, Classrooms & Faculty Resource Center	\$5,370,000
Remodel of 330/310, Chemistry and Life Science Laboratories Classroom	\$3,245,000
New Science Building	\$3,200,000
Remodel of Cafeteria Building 610	\$10,272,000
Mayan Hall (Theater) Renovation and ADA Access	\$8,126,000
Synthetic Turf, Track, Team Rooms & Training Course	\$11,231,000
Construct New Horticulture Classroom Building	\$1,256,000
New Higher Education Center(s) Eastern and Western Chula Vista	<u>\$40,977,000</u>
	\$83,677,000

Phase III

Remodel of 200 & 300 Buildings (210,220,381, 382)	\$9,234,000
Remodel of Classroom Buildings (630 & 710)	\$3,839,000
Replacement of Swimming Pools	\$3,126,000
Tennis Courts and Lighting	\$4,853,000
Remodel Gymnasium & Building 1000	\$15,477,000
Construct Maintenance and Operations Buildings	\$9,033,000
Landscaping and Entry Construction	\$4,497,000
Updated Security, Fire Alarms and Technology	\$2,106,000
Instructional Equipment for Renovated and Remodeled Buildings	\$20,180,000
Utility Replacement/Upgrade (District-wide)	<u>\$21,434,000</u>
	\$93,779,000

Phase IV

Overall Phase 3 Demolition; Remove Building 640, 650, 660, 1020, all	
1600 buildings, 1700/1710, 1730, 1735 & Pools	\$1,625,000
SanYsidro Construction of a Parking Structure	\$5,478,000
Replacement of Roofing, HVAC, Electrical Systems, Plumbing and	
Flooring for Buildings District Wide	\$26,877,500
Central Plant	<u>\$24,590,000</u>
	\$58,570,500

Phase V

Otay Mesa Phase II Classrooms and Labs	\$25,526,000
Replacement of Roofing, HVAC, Electrical Systems, Plumbing and	
Flooring for Buildings District Wide	<u>\$26,877,500</u>
	\$52,403,500
TOTAL	\$388,575,000

Current

EXHIBIT "C"

STAFFING PLAN / FEE SCHEDULE

PROGRAM AND CONSTRUCTION MANAGEMENT
(Proposition and Proposition)

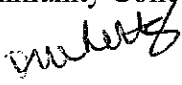
	PT/ FT	1st Quarter				
Program Value Phase 1 \$100 million		Nov-09	Dec-09	Jan-10	Feb-10	Mar-10
Exec Director / Program Manager	FT	87	173	173	173	173
Design/Construction Manager	FT		TBD	TBD	TBD	TBD
Program Controls Support	FT	87	173	173	173	173
Clerical	FT		173	173	173	173
PM for Prop AA	FT		TBD	TBD	TBD	TBD
IT Support	PT			TBD	TBD	TBD
Program Manager Liaison	FT			TBD	TBD	TBD


ITEM #20B2.1

September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

INITIATED BY: Chris Bender 
Chief of Communications and Government Relations

SUBJECT: Agreement with Vocus, Inc.

RECOMMENDATION

Approve Agreement No.A3326.11with Vocus, Inc., for news monitoring and distribution services for the College District, for the period October 1, 2011 to September 30, 2012, in an amount not to exceed \$9,695.

OVERVIEW

Attached please find a proposal for news monitoring and distribution services for the College District.

News monitoring is necessary to track and distribute the institution's coverage in print, online and on air, and respond accordingly. Not all clips are available free/via the Internet, rendering it difficult to realize an accurate picture of the College District's image without a service.

The distribution tool allows the College District to access a regularly updated media database, searchable and with sort options by beat and geography. It also allows us to reach reporters, both locally and nationally, we have not yet contacted.

The current rate will expire as of July 31, 2012 and may be extended on a monthly basis to ensure continuity of coverage until such time a new rate is negotiated and approved.

FISCAL IMPACT/ACCOUNT

Not to exceed \$9,695 Cost to the District/Account No. 1-45160-671000-000 (General Fund)

CB



Subscription Agreement

Vocus, Inc.
4296 Forbes Boulevard
Lanham, MD 20706
United States
Phone: (301) 459-2590
Fax: (301) 459-2827
Tax ID: 58-1806705

Date: 06/07/2011	Sales Rep: Amy Donovan	Cust No: 24655	Sales Order No.: 44624
Subscriber: Southwestern College Chris Bender 900 Otay Lakes Road Chula Vista, CA 91910 United States Phone: 619-482-6564		Bill To: Southwestern College Chris Bender 900 Otay Lakes Road Chula Vista, CA 91910 United States Phone: 619-482-6564	

Item	Qty	Description	Users/Options	Subscription Term	Price - USD
P-VPR-PESA	1.00	Vocus Public Relations - Professional Edition	1	10/01/2011-09/30/2012	8,900.00
P-NOD-PRM	1.00	News On-Demand with Premium Content Unlimited Clips	1	10/01/2011-09/30/2012	4,950.00
Discount					(4,155.00)

Payment Terms: Due on Receipt	Total:	9,695.00
<p>Note: The prices above do not include sales tax or travel expenses. Sales with "Bill To" addresses in AZ, DC, NJ, NY, OH, TX and WA are subject to sales tax. Invoices will reflect any sales tax collected by Vocus, and travel expenses for services rendered on site will be billed separately.</p>		
Accepted and agreed to:		
Subscriber Signature	Date	Vocus Inc. Signature
Denise Whittaker		
Printed Name		Printed Name
Interim Superintendent/President		
Title		Title

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A3326.11
Date: 8/11/11

SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

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

1. SUBSCRIPTION

A. Subject to the terms and conditions of this agreement, the subscriber ("Subscriber") named in the first page (the "Cover Page") of this Subscription Agreement (the "Agreement") hereby subscribes to the on-demand relationship management service (the "Service") made available by Vocus, Inc. ("Vocus"). Vocus grants Subscriber a non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to access and use those modules of the Service set forth on the Cover Page for its own internal business purposes in accordance with the terms and conditions in this Agreement. Subscriber shall not sublicense or resell data provided to Subscriber via the Service.

B. This Section 1.B sets forth the terms and conditions governing Vocus' provision and Subscriber's use of Vocus' news monitoring service currently known as News On-Demand or News Management ("News Service") and only applies if such service is included on the Cover Page. For purposes of this Agreement, the News Service shall be considered part of the Service.

(i) Vocus will monitor various news sources on a daily basis for mentions of words or phrases specified by Subscriber (each word or phrase a "Subscriber Query"). Vocus reserves the right, in its sole and absolute discretion, to refuse to undertake any query that Vocus reasonably deems improper or unlawful.

(ii) Subscriber can access the text or portions of the text containing the Subscriber Queries through the Service. Using the Service's functionality, Subscriber may e-mail text or links viewable within the Service to Subscriber's employees, agents, contractors or clients (in the case of agencies who use the Service on behalf of a client) ("Allowed Recipients") solely for use in relation to Subscriber's or client's (in the case of agencies who use the Service on behalf of a client) business purposes.

(iii) Neither Subscriber nor Allowed Recipients may (a) resell any text supplied hereunder (including any portion of text); or (b) distribute or transfer, by any means whatsoever, any article text received via the Service (or copies thereof), to any person, organization or institution other than Allowed Recipients. Subscriber warrants that article text provided to Subscriber through the use of the Service will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Section 1.B, Subscriber may, via Vocus functionality, post, in electronic format, individual articles, reports or the like, received via the Service to an intranet site for access and use solely by Allowed Recipients.

(iv) Subscriber acknowledges and agrees that in providing the services described in this Section 1.B, Vocus will supply information, including news mentions, prepared by others, and Vocus is therefore not responsible for the content of any such information. Vocus makes no representation or warranty, whether express or implied, regarding the origin, accuracy, correctness or completeness of any information, including news mentions, supplied by Vocus. Vocus is not responsible for the subject matter, content, or editorial approach of any such information, including news mentions, and hereby disclaims ownership of any information and/or news mentions provided to Subscriber under this Section 1.B.

(v) Subscriber acknowledges and agrees that the commercial news sources monitored by Vocus are subject to copyrights owned by third parties. Vocus does not imply, represent or warrant, by virtue of supplying information incorporating news mentions or otherwise, that Vocus holds or grants any license to use any text or graphics provided, including news mentions or links to such mentions. Subscriber's use of any text or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Subscriber's sole risk and expense. Further, Subscriber's use of information obtained through the Service may be subject to restrictions imposed by one or more third-party copyright owners, and Subscriber agrees that it shall comply with any such restrictions.

(vi) Vocus does not represent or warrant that any specific news source will be monitored by Vocus. Unless otherwise agreed to in writing by the parties, Vocus reserves the right to change the news sources that it monitors at any time.

(vii) Certain news sources, including but not limited to The Wall Street Journal, may limit Subscriber's ability to view content or access links through the Service. Subscriber agrees that it shall comply with any such restrictions.

(viii) Subscribers using the Service as an agency on behalf of their clients, including but not limited to public relations agencies, that plan to distribute or transfer, by any means whatsoever, any article text received via the Service (or copies thereof) must obtain one license to the News Service for each client on whose behalf Subscriber is using the Service.

C. This Section 1.C sets forth the terms and conditions governing Vocus' provision and Subscriber's use of Vocus' information distribution service currently known as PRWeb (the "PRWeb Service") and only applies if such service is listed on the Cover Page. For purposes of this Agreement, the PRWeb Service shall be considered part of the Service.

(i) You are responsible for the content and accuracy of all news copy and other information submitted by you to Vocus for distribution via the PRWeb Service (the "PRWeb Materials"), and Vocus is not responsible for verifying facts contained in any PRWeb Materials. Subscriber represents and

Subscriber _____

Vocus _____

warrants that PRWeb Materials will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person.

(ii) Vocus reserves the right in its reasonable discretion to (a) reject or edit PRWeb Materials (such editing to be done collaboratively with Subscriber); and (b) remove any press release from its web site, pull any press release from distribution or deny approval to any press release. Vocus can only remove PRWeb Materials from its network, and Vocus makes no representation or warranty regarding the removal of PRWeb Materials from sites outside of Vocus' PRWeb network.

(iii) Any inadvertent errors in the dissemination of PRWeb Materials by Vocus will be corrected promptly upon discovery, without additional charge, and such obligation to correct shall constitute the sole liability of Vocus in this regard.

(iv) All PRWeb Materials transmitted by Vocus must contain a user-supplied contact name, phone number and e-mail address that may be verified by Vocus.

(v) Vocus does not warrant specific placement of any news release nor pick up by third parties of any news release on its wire, but will deliver a news release via online distribution methods to make such content available to be repurposed by third parties who discover the content at various Internet locations, both intended and unintended.

(vi) Subscriber agrees to use the PRWeb Service for its intended purpose and not for any illicit purposes including, but not limited to, the reverse engineering of the PRWeb Service and/or its processes and the inclusion of such processes or services in a derivative service. You shall not query, spider or access any PRWeb Service systems without the express written consent of Vocus.

D. Subscriber acknowledges that in providing the Service, Vocus utilizes documents, software and other works of authorship, and other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, (collectively the "Vocus Technology") and that the Vocus Technology is covered by intellectual property rights owned or licensed by Vocus. Other than as expressly set forth in this Agreement, no license or other rights in the Vocus Technology are granted to Subscriber, and all rights not expressly granted to Subscriber herein are expressly reserved. Subscriber agrees not to modify, create derivative works of, translate, reverse engineer, decompile, disassemble the Service or otherwise recreate or gain access to the source code of the Service.

E. Subscriber represents to Vocus that Subscriber has valid title or license to all materials including but not limited to the PRWeb Materials if applicable, provided by Subscriber for residence on the

Service (the "Subscriber Materials"). Subscriber Materials are and shall remain the property of Subscriber, who shall retain all intellectual property rights therein.

2. HOSTING, SERVICE AVAILABILITY AND STORAGE

A. Vocus shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, which translates to less than 45 hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time, (ii) emergency maintenance, (iii) *force majeure*, and (iv) any other events beyond Vocus' reasonable control. Downtime is any time in which a computer on the global Internet is unable to connect to the Vocus production environment, log into the application, access application data or file attachments or execute reporting jobs because the application is unavailable.

B. Vocus shall provide up to 500 megabytes (5 gigabytes if Vocus Public Relations Enterprise Edition is specified on the Cover Page) of hosted data storage capacity to Subscriber for purposes of storing Subscriber Materials on the Service. Subscriber may purchase additional storage space at any time at Vocus' then-current price for such storage.

3. BACK-UP AND SUPPORT SERVICES

A. Vocus shall keep, in a separate and secure place, back-ups of Subscriber's data and any additional software systems reasonably necessary to reproduce all such data. Restoration of Subscriber's data due to the fault of Subscriber will be at Subscriber's expense and if due to the fault of Vocus, at Vocus' expense.

B. During the term of this Agreement, Vocus shall provide technical support to Subscriber by providing Subscriber with access to a member of the Vocus support services staff via a telephone help line or e-mail, which support staff member will consult with Subscriber for a reasonable amount of time during the hours of 8:30 AM and 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on the Cover Page) to assist Subscriber with troubleshooting, error correction and use of the Service.

4. FEES

A. Subscriber shall pay the fees set forth on the Cover Page in accordance with the payment terms set forth on the Cover Page or upon signing of this Agreement if no such terms are contained on the Cover Page. Any payment not received from Customer by the due date may accrue, at Vocus' discretion, late charges at the rate of 1.5% of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

B. If Subscriber's account is 30 days or more overdue, in addition to any of its other rights or remedies, Vocus reserves the right to suspend Subscriber's access to the Service, without liability to Subscriber, until such amounts are paid in full.

Subscriber _____

Vocus _____

C. Prices set forth on the Cover Page do not include taxes. Unless collected and remitted by Vocus (as indicated on the invoice presented to Subscriber by Vocus), Subscriber is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Vocus' net income. Subscriber shall provide to Vocus any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability.

5. NONDISCLOSURE

A. "Confidential Information" means any and all information, which is of a confidential, proprietary or trade secret nature that is furnished or disclosed by one party to the other party under this Agreement. Without limiting the generality of the foregoing, Confidential Information includes the specific business terms of this Agreement, Subscriber Materials, and any other information that is marked as "Confidential," "Proprietary," "Trade Secret," or in some other manner to indicate its confidential, proprietary or trade secret nature.

B. Confidential Information will remain the property of the disclosing party, and the other party will not be deemed by virtue of its access to the other party's Confidential Information to have acquired any right or interest in or to any such Confidential Information, other than as specifically set forth herein. The receiving party agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to the receiving party's own employees, agents or authorized consultants having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party; (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify the disclosing party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist the disclosing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

C. The obligations of either party under this Section 5 will not apply to information that the receiving party can demonstrate: (i) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party; (ii) is independently developed by the receiving party without regard to the Confidential Information of the other party; or (iii) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall attempt to furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information.

D. The parties agree that any breach of this Section 5 may cause the disclosing party substantial and irreparable damages; therefore,

if the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section 5, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

6. WARRANTIES

A. Vocus represents and warrants that the Service will be available to Subscriber and perform substantially in accordance with the on-line help documentation and the service level standards set forth in Section 2.A of this Agreement.

B. Each party represents and warrants that the undersigned individual has full authority to (i) execute this Agreement on behalf of his/her respective party, and (ii) bind his/her respective party to this Agreement.

C. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. INDEMNIFICATION

A. Either party will indemnify ("Indemnitor") and hold the other party ("Indemnitee") harmless against any claim or demand by a third party, including without limitation reasonable attorney's fees, alleging that the Service (in the case of Vocus) or any Subscriber Materials (in the case of Subscriber) infringes any intellectual property right under the laws of the United States of a third party. This indemnification does not cover third party claims arising from: (i) modifications to the Service by anyone other than Vocus or its authorized agents and contractors; (ii) use of the Service by Subscriber in combination with other software or equipment not authorized by Vocus where the Service, if not so used, would not be infringing; or (iii) Subscriber's failure to use the Service in accordance with the terms and conditions in this Agreement.

B. Indemnification by a party hereunder is conditioned upon the following: (i) the Indemnitee promptly notifying the other party of any claim; (ii) the Indemnitor having sole control of the defense and all related settlement negotiations; and (iii) the Indemnitee cooperating, at the Indemnitor's expense, in the defense and furnishing the Indemnitor with all related evidence in its control.

C. If a claim regarding the Service and alleging infringement is brought or is likely, in Vocus' sole opinion, to be brought, Vocus may, at its sole option and expense (i) obtain the right for Subscriber to continue using the Service; (ii) replace or modify the Service so that it becomes non-infringing; or (iii) upon notice to Subscriber, terminate this Agreement or Subscriber's use of the Service or any portion thereof, provided that Vocus promptly refunds to Subscriber the prorated portion of any pre-paid annual subscription fees paid hereunder.

Subscriber _____

Vocus _____

8. LIMITATION OF LIABILITY

A. Subscriber acknowledges that it alone is responsible for the results obtained from its use of the Service, including without limitation the completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Service, Subscriber's exclusive remedy and Vocus' sole obligation shall be to correct or modify the Service at no additional charge to Subscriber.

B. Except for the indemnification obligations set forth in Section 7, a material breach of the confidentiality provisions set forth in Section 5, or claims related to personal injury or property damage caused solely by Vocus' negligence or willful misconduct, Vocus' entire liability and Subscriber's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to Subscriber's actual direct damages, not to exceed the amounts actually paid by Subscriber under this Agreement during the twelve months immediately preceding the month in which the cause of action arose. In no event shall Vocus be liable for any damages caused by Subscriber or any person or entity acting in concert with Subscriber or controlled by or controlling Subscriber.

C. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 7) OR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION

A. The term of this Agreement shall be the subscription term set forth on the Cover Page unless terminated earlier in accordance with this Section 9 or otherwise renewed for an additional term in a writing signed by both parties. Any such renewal shall be at Vocus' then-current fees which shall be paid within 30 days of receipt of an invoice by Subscriber unless otherwise agreed to by the parties in writing.

B. If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement, then that party may provide written notice to the breaching party describing the alleged failure in reasonable detail. If the breaching party does not cure or begin to cure the material failure within 30 calendar days after receiving such written notice, then the non-breaching party may terminate this Agreement by written notice to the breaching party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating party. Upon such termination by Subscriber, Vocus agrees to promptly refund to Subscriber a prorated portion of any prepaid annual subscription fees paid hereunder.

C. Within 30 days after the expiration or termination of this Agreement for any reason, the receiving party must destroy the original and all copies (including partial copies) of all Confidential Information of the disclosing party, including copied portions contained in derivative works, and provide, at the disclosing party's request, written certification of the receiving party's compliance with this Section 9.C.

D. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including without limitation Sections 5 (Nondisclosure), 7 (Indemnification) and 8 (Limitation of Liability).

10. GOVERNING LAW AND DISPUTES

A. This Agreement will be governed and construed in accordance with the laws of the State of Maryland exclusive of its choice of law provisions and **WITHOUT THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT**. Any suit hereunder will be brought in the federal or state courts located in the State of Maryland, and Subscriber submits to the personal jurisdiction thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

B. Both parties agree to comply fully with all relevant laws, including the export laws and regulations, of the United States.

C. Except for actions for non-payment, breach of confidentiality or breach of a party's intellectual property rights, no action, regardless of form, arising out of or related to this Agreement may be brought by either party more than 2 years after the accrual of the cause of action.

11. GENERAL

A. Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or (iii) one business day after being sent by express courier service. All notices will be sent to the other party at its address as set forth on the Cover Page (in the case of Vocus, "Attn: Legal Department") or at such other address as such party will have specified in a notice given in accordance with this Section 11.A.

B. Subscriber may not assign this Agreement without the written consent of Vocus, which consent shall not be unreasonably withheld or delayed.

C. This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

D. The section headings contained herein are for reference only and shall not be considered substantive parts of this Agreement.

Subscriber _____

Vocus _____

E. If Subscriber is the U.S. Government or any agency or instrumentality thereof, the software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software. All rights not specifically granted in the statement are reserved by Vocus.

F. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

G. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

H. Vocus and Subscriber are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

I. This Agreement represents the entire agreement between Subscriber and Vocus with respect to the subject matter, superseding all previous oral or written communications, representations or agreements regarding such subject matter, including but not limited to any purchase order forms submitted by Subscriber (unless such purchase order is signed by Vocus). This Agreement may be modified only by a writing signed by both parties.

Subscriber _____

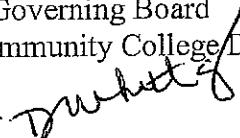
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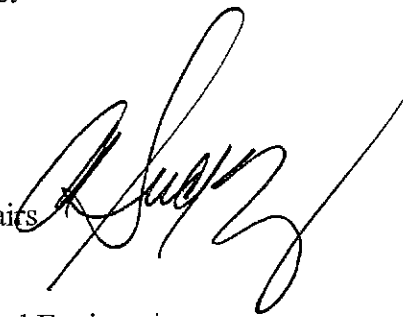
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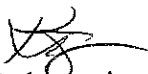
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Acting Vice President for Academic Affairs

INITIATED BY: Kathy Tyner, M.S. 
Dean, School of Mathematics, Science, and Engineering

SUBJECT: Agreement with California Community Colleges Chancellor's Office

RECOMMENDATION

Ratify Agreement No. AR3330.11, with the California Community Colleges Chancellor's Office, for categorical funding for the Mathematics, Engineering, Science Achievement (MESA) program, for the period July 1, 2011 to June 30, 2012, inclusive, in the amount of \$50,500 income to the District.

RATIONALE FOR RATIFICATION

Notification from funding source was delayed which prevented processing in a timely manner.

OVERVIEW

The program, through the Southwestern College's School of Mathematics, Science, and Engineering, provides tutoring and related services to students majoring in the STEM (Science, Technology, Engineering, and Mathematics) disciplines. The filing of the application was approved at the August 10, 2011 Governing Board meeting.

FISCAL IMPACT/ACCOUNT

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

KT/ls

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY	
	District (Grantee): <u>Southwestern CCD</u>	
	College: <u>Southwestern College</u>	

Grant Agreement		BOG-CCCCO USE ONLY	
Academic Affairs	Approved as to form by the office of the Purchasing, Contracting & Central Services Director	Grant Agreement No.: 11 - 101 - 027	
MESA	Approval No.: <u>AR330-11</u> Date: <u>8/19/11</u>	Funding Fiscal Year	
RFA # 11 - 101		<u>2011-12</u>	Total Amount Encumbered : \$ 50,500

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered". Each funding period is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this agreement in any manner.

The term of this grant shall be from July 1, 2011 to June 30, 2012. The Final Report must be submitted within 30 days of the grant 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.

GRANTEE

Project Director:	Total Grant Funds Requested: \$ 50,500
Raga Bakhet, Ph.D.	Total Match Funds, (if applicable): _____

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:	District Address: 900 Olay Lakes Road
Denise Whittaker, Interim Superintendent President	Chula Vista, CA 91910

STATE OF CALIFORNIA

Project Monitor:	Agency Address: 1102 Q Street, 4th Floor
Sally Montemayor Lenz	Sacramento, CA 95811

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001 (20)	4238 - 751 - 23042		2011	2011-12	\$ 50,500
-	-				
Total Amount Encumbered : \$					50,500

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

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**CHANCELLOR'S OFFICE
CALIFORNIA COMMUNITY COLLEGES
ACADEMIC AFFAIRS DIVISION**

**REQUEST FOR RENEWAL
CURRENTLY FUNDED MESA PROGRAMS ONLY
2011-12 Fiscal/Program Year**



**RFA SPECIFICATION
INSTRUCTIONS, TERMS AND CONDITIONS
11-101**

APPLICATION DUE DATE: ON OR BEFORE JULY 11, 2011

Chancellor's Office California Community Colleges

2011-2012
RFA Specification for MESA Grant Renewal

RFA Specification Number:	11-101-
RFA Specification Title:	Community College MESA Programs
Division:	Academic Affairs
Program Funding Source:	Fund for Student Success
Funding Category:	MESA
Funding Period:	July 1, 2011 through June 30, 2012
Maximum Funds Available:	\$1,515,000 (Proposed for Fiscal Year 2011-12)
Match Requirement:	100% Match
Number of Awards:	Up to 30 Awards, at up to \$50,500 each

Purpose/Use of the Funds

The purpose of these funds is to support the renewal and management of community college MESA Programs. MESA Programs are designed to provide academic and support services for economically and educationally disadvantaged students majoring in calculus-based fields who seek to transfer to four-year colleges and universities. Community college faculty, staff, business leaders, students and four-year colleges and universities will work collaboratively to achieve the program objectives described in this RFA Renewal Application. Programs eligible for renewal of funding must be in compliance with program objectives and with the MESA model.

Eligible Community Colleges

The following currently funded community college districts/colleges with MESA Programs are eligible to apply:

No.	Grant Number	College	District
1	11-101-001	Allan Hancock College	Allan Hancock CCD
2	11-101-010	American River College	Los Rios CCD
3	11-101-008	Bakersfield College	Kern County CCD
4	11-101-002	Butte College	Butte-Glenn CCD
5	11-101-003	Cabrillo College	Cabrillo CCD
6	11-101-020	Cañada College	San Mateo County CCD
7	11-101-023	College of the Canyons	Santa Clarita CCD
8	11-101-004	College of the Desert	Desert CCD
9	11-101-024	College of the Siskiyous	Siskiyous Joint CCD
10	11-101-011	Cosumnes River College	Los Rios CCD
11	11-101-009	East Los Angeles College	Los Angeles CCD

Eligible Community Colleges - Continued

No.	Grant Number	College	District
12	11-101-005	El Camino College	El Camino CCD
13	11-101-006	Gavilan College	Gavilan CCD
14	11-101-007	Hartnell College	Hartnell CCD
15	11-101-013	Mendocino College	Mendocino-Lake CCD
16	11-101-029	Mission College	West Valley – Mission CCD
17	11-101-014	Napa Valley College	Napa Valley College
18	11-101-015	Pasadena City College	Pasadena Area CCD
19	11-101-017	Rio Hondo College	Rio Hondo CCD
20	11-101-012	Sacramento City College	Los Rios CCD
21	11-101-018	San Diego City College	San Diego CCD
22	11-101-019	San Joaquin Delta College	San Joaquin Delta CCD
23	11-101-016	Santa Ana College	Rancho Santiago CCD
24	11-101-022	Santa Barbara College	Santa Barbara CCD
25	11-101-026	Santa Rosa Junior College	Sonoma County CCD
26	11-101-021	Skyline College	San Mateo County CCD
27	11-101-025	Solano Community College	Solano County CCD
28	11-101-027	Southwestern College	Southwestern CCD
29	11-101-028	Ventura College	Ventura County CCD
30	11-101-030	Yuba College	Yuba CCD

Program Objectives

1. Increase the number of economically and educationally disadvantaged students pursuing degrees in mathematics, sciences, engineering, or computer science who are eligible to transfer to a four-year college or university;
2. Fully utilize existing transfer agreements, mechanisms, and practices that enable MESA students to transfer to four-year colleges and universities;
3. Implement strategies to increase the rate at which MESA students are deemed transfer ready in STEM (science, technology, engineering, and mathematics) majors.
4. Improve the academic performance of MESA students;
5. Increase the leadership skills and raise the educational expectations of MESA students;
6. Strengthen the relationships among educators, prospective employers in business and industry, and MESA students; establish student internships, and other career opportunities.
7. Establish and maintain partnerships with MESA Engineering Programs (MEP), MESA Schools Programs (MSP), and California Alliance for Minority Participation, in order to provide students with optimum internship and scholarship opportunities.

Procedures/Activities

The Chancellor's Office of the California Community Colleges is authorized by the State of California to fund only community college MESA program applications that follow the 13 MESA components. The following program components were developed collaboratively by the Chancellor's Office of the California Community Colleges and the MESA Statewide Office of the University of California. Topics that must be addressed in the work plan are included for each component.

I. Administrative Component

Provide a detailed description of your plan for managing the MESA Program. At a minimum, the plan must include the following elements:

- A full-time director with no other responsibilities outside of directing the MESA Program, is required as part of the district/college match. The director's position is to be a full-time permanent position.
- Grant funds may be used to support a clerical position.
- A responsible administrator, and/or a faculty sponsor from the mathematics, science, computer science, or engineering departments.
- Adequate time and resource allocation to support transportation, lodging, and meal costs for MESA staff to attend two statewide meetings and costs for office space and supplies;
- Appropriate staffing to meet all reporting requirements;
- Staff development activities that provide the director and other appropriate staff with a working knowledge of the MESA software program for data collection;
- Maintenance of a MESA student files for each current/active student that consists of a MESA application/intake form, *Student Educational Plan*, contact sheet, and other relevant information. Aspects of these files (e.g. the *Student Educational Plan* or student transcripts) may be maintained electronically.

II. Student Center

Identify the location for the MESA Student Center and describe the room or rooms. The campus is required to provide a dedicated, MESA Center/meeting space for MESA students. The space is intended to serve as a place for individual quiet time and group study, tutorial services, book and equipment loan activities, computer lab work, general communication center, gathering area/lounge, and a location to house student lockers or adequate space for students to store books and personal items. Ideally, the MESA Center should be located in or near the math, engineering and/or science areas and must be designated for MESA students and be equipped with dedicated computers if funding permits.

III. Student Clustering

Describe how students will be clustered in specific courses. An important element of the MESA model expects that participants are clustered together in the same mathematics, science, computer science, and engineering class. In addition, students are clustered together in labs, workshops, and discussion groups that may or may not be linked to specific classes. The campus may choose to cluster MESA students in courses outside of the math and science areas. Clustering students in the same classes facilitates the formation of study groups and Academic Excellence Workshops outside the classroom.

IV. Academic Excellence Workshops

Describe your plan to offer Academic Excellence Workshops (AEW's) to MESA students. Include information about who will facilitate these workshops, what kind of training will be provided for the facilitators, a description of workshop content, and when the workshops will be offered. Please indicate if workshops will be offered during spring or fall semester. AEW's should be led by peer facilitators or upper division/graduate students, whenever possible. Faculty facilitators may be utilized, but they must be trained in, and follow, the same MESA AEW format. MESA and ASEM students should be encouraged to attend AEW's.

It is expected that workshops will be offered in math, chemistry, physics and other sciences, following the MESA Community College model developed by Drs. Susan Tappero and Derrick Booth, and based on the UC Berkeley research of Uri Treisman. Technical assistance is available through the Chancellor's Office Project Monitor.

V. Academic Counseling

A designated MESA counselor shall be available to MESA students for a specified number of hours per week.

Describe how the academic counseling services accomplish the following:

- Provide each MESA student with a three-year *Student Educational Plan* that is designed to minimize the amount of time necessary for students to transfer and complete their degree;
- Update academic plans each semester. MESA staff and/or a designated MESA Counselor are required to meet with students at least once each semester to monitor progress and update academic plans;
- The designated MESA Counselor schedules MESA students together in classes, labs, and workshops, whenever possible;
- Establish an early alert system that identifies MESA students who are experiencing academic difficulty, and provide effective intervention strategies to ensure that these students succeed;
- Coordinate efforts with the campus Matriculation and Articulation Officers and Transfer Center Directors in order to facilitate community college MESA student transfers to four-year colleges and universities;
- Work with the Director to offer or support the offering of a MESA Orientation Program.

VI. MESA Orientation Program

Describe in detail your plan to develop and offer a MESA Orientation Program. Each center is required to offer an orientation program or course (usually one unit per semester or quarter for first year or new students) taught by MESA staff or faculty that describes the basic elements of the program, informs student of their responsibilities, and creates a sense of community among program students. The orientation program/course creates a sense of community among MESA students and with the greater MESA network, cultivates study skills, promotes personal and professional development, provides an overview of technical careers, four-year colleges, and corporations, and encourages timely completion of transfer programs.

VII. Student Support Services

Identify the services and activities that will be beneficial to MESA students and describe how you plan to proceed with the implementation of this component. In your description include information on responsible staff, timelines, processes, procedures, etc. The following student support services represents standard MESA practices across the state:

- Tutorial services are available in the following areas: mathematics, chemistry, physics, engineering, and computer science. The MESA Director acts as a coordinator who assists students with the information on student study groups and monitors their progress.
- Personal advising is available to assist students with transitional, nonacademic problems that may impact academic performance.
- Assistance is offered to students regarding four-year college and university applications for admission and completion of financial aid forms. Information about scholarships is also made available to students.
- Leadership, and other skills development training is offered both at the local and regional level.
- Staff should encourage family participation in program activities whenever possible.

VIII. Student Outreach and Identification of MESA Participants

Describe your plan for outreach and recruitment. It expected that a strong effort will be made to recruit and enroll students who have the lowest eligibility for successful transfer to the university in mathematics, engineering, sciences and computer science. Outreach should include both efforts to recruit students currently enrolled at the community college, as well as to seek out high school seniors from low performing high schools within the college service area. Middle school/junior high school outreach is not a function of MESA and funding may not be used for this purpose.

IX. MESA Campus Council

A campus-wide council will be formed including the MESA director, faculty sponsor, and representatives from the following campus departments: Articulation, Matriculation, Counseling, Tutorial Services, EOPS (Equal Opportunity Programs and Services), and federal programs such as TRIO, Financial Aid, and any others which might impact the success of MESA students. Once a year, preferably in early spring, the group will meet to discuss the progress of the MESA program and MESA students. Input from the participants will assist the director in planning for subsequent semesters or for the renewal process. Other participants can include administrators, industry board members, and student representatives.

X. Professional Development (staff, faculty, workshop facilitators, mentors, student aides)

Describe staff development activities that will be offered to professional level staff involved with the MESA program. MESA Directors are required to participate in the collection and submission of CCCCO MIS data as it pertains to MESA students.

Use the Budget Summary and Budget Detail Sheet forms to list budget requests that support professional development activities. All center directors are required to include budget line items that accommodate travel and lodging for the MESA Director or responsible administrator to attend two MESA statewide meetings in Sacramento. There may be other conferences and workshops that you wish to accommodate in your budget.

XI. Student Organizations

Describe strategies that are designed to foster the development of a MESA student club on campus, or other similar student organization. It is highly desirable to establish connections with groups that serve students underrepresented in engineering and the sciences, such as SACNAS (Society for the Advancement of Chicanos and Native Americans in Science), SHPE (Society of Hispanic Professional Engineers), NSBE (National Society of Black Engineers), and SWE, (Society of Women Engineers).

XII. Local Business and Industry Council

Include a plan to establish or maintain a local business and industry council. Members of the council are invited to participate from small and large businesses located near the community college. The council is charged with raising additional funds from sources within the college service area to support the MESA Program. Typically, these funds provide support for enrichment activities that contribute to creating a more comprehensive program for students. Examples of enrichment activities include field trips, award banquets, special summer programs, and funding scholarships or equipment purchases. Programs may wish to work with their MESA Regional Alliances to strengthen their connection to local industries.

XIII. Pro-Active Liaisons with MSP/MEP and similar programs

It is essential that MESA Directors incorporate into the work plan strategies for developing clear lines of communication with local MESA CSU and UC Engineering Programs (MEP) and MESA K-12 Schools Programs (MSP). Strong linkages with MEP directors will facilitate the transfer of MESA students transferring to a four-year college campus.

Evaluation/Performance Outcomes

Each project is required to produce a tangible and useable MESA program plan. The Workplan is separate and distinct from the interim or final report. The MESA program will begin participating in the CCCCO MIS Data Collection summer 2010 with mandatory reporting summer 2011; data will be monitored and evaluated through the California Community College Chancellor's Office and results will be made available on the CCCCO MIS Data Mart system and to the University of California Office of the President MESA staff. The MESA program is expected to fulfill the following outcomes:

- Programs must recruit and serve 100 MESA students. Students must declare calculus-based major in mathematics, engineering, science or technology. MESA programs serving less than the required number of students will jeopardize future funding for the program.

- Academic Excellence Workshops must be offered in tandem with at least 2 to 4 applicable classes. The required AEW's must be written into the project workplan.
- Each student will have a three-year *Student Education Plan*, or the requisite amount of time necessary to transfer on file with the MESA Director or Counselor.
- An Orientation Plan for incoming MESA students must be written into the Project Workplan; A student must be ready for elementary algebra to qualify for the community college MESA program and must follow an educational plan that includes at least two sequential courses of calculus (pre-calculus is acceptable). As part of the students' educational plan, students entering at the elementary or intermediate algebra level should be enrolled in the appropriate math class each and every semester.

Legal Terms and Conditions

The legal provisions contained in Articles I and II below will govern the grant applications under this RFA Specification for Grant Renewal.

Information

If you have questions or need more information regarding this Grant Renewal, please contact the Chancellor's Office State Project Monitor: Sally Montemayor Lenz by phone at (916) 327-1260 or by email at slenz@cccco.edu.

Appendix A

Program Director's Job Description

1.0 Description of Position

The MESA Program Director is responsible for day to day management of the MESA Community College Program/MCCP. With programmatic guidance from the Chancellor's Office Project Monitor, the MESA Program Director maintains communications between the MESA Program, engineering, mathematics and science faculty, unit heads of student support services, engineering mathematics, and science department chairpersons/deans, MESA students, student organizations, related professional societies and campus administrators; coordinates planning of all student services which include admission, financial aid, scholarships, housing (if applicable), summer programs and jobs, and academic, career and student advising. The MESA Director maintains program records, coordinates evaluation of program activities and accomplishments, participates in MESA training, evaluation and other activities, and works with the Faculty Sponsor to ensure successful implementation of the program.

This is a 12-month full-time position. If the district should choose to make the MESA Director's position a faculty assignment, a 10 month contract is allowable - submit a waiver to the Chancellor's Office Project Monitor for approval.

2.0 Required Communications

- 2.1 Meet regularly with the responsible administrator to plan implementation of the MESA program at the community college campus.
- 2.2 Meet regularly with the faculty sponsor to report on progress of program and to consult on plans for further implementation and improvements.
- 2.3 Consult with faculty, teaching assistants, and administrators of support services to assist in improved delivery of services to students.
- 2.4 Maintain contact with MESA students through personal discussions, regular meetings and other activities.
- 2.5 Maintain regular contact with Instructional Office, deans and faculty members to promote an understanding of MESA services, and to build a program of academic rigor.

3.0 Program Management

- 3.1 Collect and compile data and prepare status reports as required by the California Community College Chancellors Office (CCCCO) and participate in campus activities that lead to the collection and submission of MESA student data for the CCCCCO Management Information System.

- 3.2 Prepare mid-year and annual programmatic and financial reports of MESA generated funds.
- 3.3 Maintain a file on each MESA student and transfer student with information on students', enrollment, academic performance, participation and current status.
- 3.4 Provide ongoing evaluation of the campus MESA program and recommend steps to improve it.
- 3.5 Process budget items, monitor expenses and work with the Dean and Faculty Sponsor in planning.
- 3.6 Review all student applications for admission to MESA and make recommendations, as appropriate.
- 3.7 Work with department faculty to select best available mathematics, science, computer science, and engineering teaching assistants and/or tutors for MESA students.

4.0 Coordination

- 4.1 Develop plans for implementation of program in cooperation with the Faculty Sponsor, CCCCO Project Monitor, deans and other members of the faculty.
- 4.2 Develop tutoring and study program for MESA which includes the recruitment and training of tutors (peer, volunteer, and community college sources), and which incorporates a mix of individual small and large group study activities.
- 4.3 Recruit and schedule speakers for meetings of MESA students.
- 4.4 Plan, schedule and coordinate career advising and job orientations for students.
- 4.5 Plan, schedule, and coordinate activities related to academic advising, including advocacy and selection of a designated MESA counselor.
- 4.6 Develop, plan and coordinate activities related to student retention.
- 4.7 Maintain contacts and encourage the formation of a pipeline and pathway for students between MESA and four year colleges and universities.
- 4.8 Work with the local campus staff and/or regional MESA colleagues in order to research and prepare grant proposals for collaborative submissions.

5.0 Other Activities and Responsibilities

Maintain regular contact with the CCCCO MESA Monitor, complete reports and evaluations as requested and attend in service, orientation, trainings for MESA Directors.

6.0 Supervision Exercised or Received

- 6.1 Report to the Responsible Administrator who is responsible for oversight, supervision and evaluating performance.
- 6.2 Coordinate and supervise MCCP activities of MESA students and other volunteers.

7.0 Minimum Qualifications

- 7.1 At least a bachelor's degree from an accredited college or university, preferably in mathematics based field (one requiring calculus, or equivalent).
- 7.2 Ability to work in a multicultural environment with African-American, Native American, Mexican-American and other Latino American undergraduate students pursuing degrees in engineering, computer science, mathematics, science, or technical fields.
- 7.3 Experience for one year or more in delivering to students academic services aimed at improving academic, study, test taking, and other skills where the students are majoring in mathematics based fields.
- 7.4 Successful work experience for a minimum of three years in education, industry or other profession involving work with postsecondary students in mathematics based fields.
- 7.5 Experience in directing activities requiring management and leadership skills.
- 7.6 Experience with public and/or private postsecondary institutions.
- 7.7 Familiarity with organizational, operational, and structural functions of post-secondary institutions.
- 7.8 Ability to work independently, assume responsibility, and take initiative in carrying out assignments.
- 7.9 Strong writing and communication skills.

Appendix B

Responsible Administrator's (RA) Role

1.0 Description of Position

- 1.1 The Responsible Administrator's (RA) is the campus academic representative who oversees the MESA Program, and ideally is the dean of mathematics/ science instruction; however, a chief instructional officer or senior faculty member may be appointed to this position, as long as the MESA program is housed under the Office of Instruction. The RA directly and personally supervises the MESA Director and is principle advocate and monitor for the MESA Program and its activities.
- 1.2 The RA is to maintain a working relationship with the Chancellor's Office Project Monitor.

2.0 Planning/Communications

- 2.1 Accept written and/or oral reports on program's status and progress from the MESA Director, and review/edit reports submitted to the CCCCCO.
- 2.2 Review and advise on the MESA Director's plans for the further implementation and improvement of the program, and supervise preparation of the annual MESA Grant renewal proposal.
- 2.3 Communicate directly with faculty, administrators, and other key campus personnel to publicize and promote program, or assist the MESA Director in efforts to do so.
- 2.4 Communicate or consult with the CCCCCO Project Monitor as necessary.
- 2.5 If the RA is not the Dean of Mathematics/Science Instruction, the RA shall keep the Dean of Mathematics/Science Instruction current and well informed on the status and progress of the program.

3.0 Administration

- 3.1 Assure that all program information and reports are submitted on schedule by the MESA Director or appropriate campus personnel.
- 3.2 Conduct periodic internal program reviews to monitor the MESA Director's performance, the faithful implementation of the MESA model at the community college, and the program's compliance with this agreement.
- 3.3 Regularly review program resources and assist in efforts to augment them from both on-and off campus sources. Insure MESA facilities, personnel, in-kind and financial support is fully adequate and in compliance with the grant terms.
- 3.4 Regularly review program's financial status with the MESA Director, or regularly arrange that all necessary fiscal reports, printouts, ledgers, etc., be made available for review by the MESA Director. This includes accounts of all funds committed to the program regardless of source, and includes funds and scholarships from CCCCCO MESA, National Action Council of Minorities in Engineering, Inc. (NACME), National Aeronautics and Space Administration (NASA), Alliance for Minority Participation (AMP) and/or other organizations.

4.0 Coordination

- 4.1 Assist the MESA Director when necessary to coordinate with other programs, offices or agencies whether on-or off campus.
- 4.2 Assist the MESA Director in coordinating efforts between community college and four year colleges and universities. Promote collaborative efforts among MESA program with other segments.

Appendix C

Faculty Sponsor's Role

1.0 Description of Position

- 1.1 The faculty sponsor serves as a liaison with other faculty in the fields of mathematics, engineering, and the sciences. In this role, the faculty sponsor encourages faculty to participate and support the MESA Program, and is the principle advocate for MESA among the math and science departments at the college.
- 1.2 The faculty sponsor shall be a tenured faculty member from one of the following disciplines: mathematics, engineering, computer science, or physical or biological sciences.
- 1.3 The faculty sponsor develops formal and informal working relationships with the MESA Director and participates in field trips, college days, academic competitions, and other activities requested by MESA Director.

2.0 Planning/Communications

- 2.1 Encourages other faculty in the sciences (i.e., biology, physics, chemistry, computer sciences) to participate and support the MESA program.
- 2.2 The faculty sponsor can be instrumental in providing tutorial assistance and academic advisement, identifying internships, and connections to the world of work.
- 2.3 Communicate directly with faculty, and other key campus personnel to publicize and promote program, or assist the MESA Director in these efforts to do so.
- 2.4 Support, encourage, and assist the MESA Director in strengthening the pipeline/pathway from community college and on to the university MESA partners such as MEP, CAMP and AMP at the university level.

**CHANCELLOR'S OFFICE
CALIFORNIA COMMUNITY COLLEGES**

GRANT AGREEMENT

ARTICLE II

Standard Legal Terms and Conditions

(Revision 04/04/2008)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit

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expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811-6549. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

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10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

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- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

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12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be

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limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

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2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of

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section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The

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Chancellor's Office may license Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant

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Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere

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with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.

- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 - 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 - 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 - 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for

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the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

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The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with

Article II-Standard Legal Terms and Conditions

funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

Article II-Standard Legal Terms and Conditions

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Article II-Standard Legal Terms and Conditions

- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

Article II-Standard Legal Terms and Conditions

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
 1. Receive a copy of the Grantee's drug-free policy statement; and,
 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

Article II-Standard Legal Terms and Conditions

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code

Article II-Standard Legal Terms and Conditions

of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

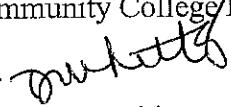
- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.


ITEM #21A1.2


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D.
Acting Vice President for Academic Affairs 

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

SUBJECT: Agreement with Georgia State University

RECOMMENDATION

Ratify Subaward Agreement No. AR3329.11 with Georgia State University (GSU), for the Chemistry Collaborations, Workshops & Communities of Scholars Project, for the period June 1, 2011 to May 31, 2012, inclusive, in the amount of \$15,852 income to the District.

RATIONALE FOR RATIFICATION

Notification from funding source was delayed which prevented processing in a timely manner.

OVERVIEW

The Chemistry Collaborations, Workshops & Communities of Scholars project is the successor to the Center for Workshops in the Chemical Sciences (CWCS). CWCS was supported for 2000-2010 by a series of grants from National Science Foundation Division of Undergraduate Education Course, Curriculum, and Laboratory Improvement program. The CWCS program offered over 100 hands-on, intensive and immersive five-day workshops to more than 1,800 participants.

The workshops have exclusively been held at four-year institutions until 2011; the first workshop conducted at a two-year college will be held at Southwestern College on Materials Science and Nanotechnology. Sixteen chemistry professors from two- and four-year institutions across the United States will participate in the workshop.

FISCAL IMPACT/ACCOUNT

\$15,852 Income to the District/Account No. 1-38111-190512-730 (Grant Funded)

KT:ls

Research Subaward Agreement

Institution/Organization ("Prime Recipient")		Institution/Organization ("Subrecipient")	
Name: <u>Georgia State University</u>		Name: <u>Southwestern Community College District</u>	
Prime Award No.: <u>DUE-1022895</u>		Subaward No.: <u>SP00010602-04</u> CFDA #: <u>47.076</u>	
Awarding Agency: <u>National Science Foundation</u>		Amount Funded This Action: <u>\$15,852.00</u> Est. Total (If incrementally funded): <u></u>	
PI: <u>Jerry Smith</u>		PI: <u>David Brown</u>	
Subaward Period of Performance: Budget Period: From: <u>Jun 1, 2011</u> To: <u>May 31, 2012</u>		Estimated Project Period (If incrementally funded): From: <u></u> To: <u></u>	
Project Title: <u>Chemistry Collaborations, Workshops & Communities of Scholars</u>			
Reporting Requirements (Check here if applicable: <input type="checkbox"/> See Attachment 4) <input checked="" type="checkbox"/> FFATA (Attachment 3B) <input type="checkbox"/> ARRA Funds (Attachment 4A)			
<p align="center">Terms & Conditions</p> <p>1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): <input type="checkbox"/> As specified in Subrecipient's proposal dated <u></u>, or <input checked="" type="checkbox"/> as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.</p> <p>2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's <u>Principal Investigator</u>. Contact as shown in Attachments 3A & 3B.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's <u>Principal Investigator</u>. Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's <u>Principal Investigator</u>, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's <u>Administrative</u> Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this subaward with thirty days written notice to the appropriate party's <u>Administrative</u> Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.</p> <p>9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the <u>Principal Investigator</u> Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at http://www.nsf.gov/bfa/dias/policy/rc/appc.pdf.</p>			
By an Authorized Official of Prime Recipient		By an Authorized Official of Subrecipient	
<u>Denise Whittaker</u> Interim Superintendent/President		<u>Jill Borland</u> Sponsored Programs Officer	
Date: <u></u>		Date: <u></u>	

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: AK3229.11
Date: 8/25/11

Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
NSF

Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtr/appc.pdf>

General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. OMB Circular A-110 or 45 CFR Part 602 as applicable.
3. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.
4. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtr/terms.pdf> > and Agency Specific Requirements found at < http://www.nsf.gov/pubs/policydocs/rtr/nsf_110.pdf >, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
5. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights

Subrecipient grants / X shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights

Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

3. Automatic Carry Forward: [☐] Yes [X] No

(If No, Carry Forward requests must be sent to Prime Recipient's Principal Investigator, as shown in Attachment 3).

Attachment 3A
Research Subaward Agreement

Subaward Number:

SP00010602-04

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Georgia State University

Address: PO Box 3999

City: Atlanta

State: GA

Zip Code: 30302-3999

Administrative Contact

Name: Jill Borland

Address: PO Box 3999

City: Atlanta

State: GA

Zip Code: 30302-3999

Telephone: 404-413-3570

Fax: 404-413-3545

Email: jborland@gsu.edu

Principal Investigator

Name: Jerry Smith

Address: PO Box 4098

City: Atlanta

State: GA

Zip Code: 30302-4098

Telephone: 404-413-5547

Fax:

Email: jsmith@gsu.edu

Financial Contact

Name: Tonla Davls-Greenway

Address: PO Box 3999

City: Atlanta

State: GA

Zip Code: 30302-3999

Telephone: 404-413-3537

Fax: 404-413-3538

Email: gactmd@langate.gsu.edu

Authorized Official

Name: Marca Gurule

Address: PO Box 3999

City: Atlanta

State: GA

Zip Code: 30302-3999

Telephone: 404-413-3500

Fax: 404-413-3545

Email: GSURFawards@gsu.edu

FDP version 20101115

Attachment 3B - Research Subaward Agreement
Subrecipient Contacts

Subaward Number:

SP00010602-04

Institution/Organization ("Subrecipient")

Name: Southwestern Community College District (SCCD)

Address: 900 Otay Lakes Road

City: Chula Vista

State: CA

ZipCode + 4: 91910-7299

EIN No.: 956006659

Institution Type: Public/State Controlled Inst. of Higher Education

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes ☒ No ☐

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? ☒ Yes ☐ No

Currently registered in CCR? ☒ Yes ☐ No

If no, Is the Performance Site the same as PI address below? ☐ Yes ☐ No

DUNS No.:

Parent DUNS No.:

078752888

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Is Subrecipient exempt from reporting compensation? ☒ Yes ☐ No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

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Administrative Contact

Name: Linda Gilstrap

Address: 900 Otay Lakes Road

City: Chula Vista

State: CA

ZipCode: 91910

Telephone: 619-216-6614

Fax: 619-216-6713

Email: lgilstrap@swccd.edu

Principal Investigator

Name: David Brown

Address: 900 Otay Lakes Road

City: Chula Vista

State: CA

ZipCode: 91910

Telephone: 619-421-6700 x5664

Fax: 619-216-6713

Email: dbrown@swccd.edu

Financial Contact

Name: Wayne Yanda

Address: 900 Otay Lakes Road

City: Chula Vista

State: CA

ZipCode: 91910

Telephone: 619-421-6700 x6414

Fax: 619-216-6713

Email: wyanda@swccd.edu

Authorized Official

Name: Denise Whittaker

Address: 900 Otay Lakes Road

City: Chula Vista

State: CA

ZipCode: 91910

Telephone: 619-421-6700 x6301

Fax: 619-216-6713

Email: dwhittaker@swccd.edu

FDP version 20101115

Attachment 3B - Research Subaward Agreement
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number:

SP00010602-04

Institution/Organization ("Subrecipient")

Name: Southwestern Community College District (SCCD)

Place of Performance

Name: Southwestern Community College District (SCCD)

Address: 900 Otay Lakes Road

City: Chula Vista

State: CA

Zip Code + 4: 91910-7299

Telephone: 619-421-6700

Fax: 619-216-6713

Email: lgilstrap@swccd.edu

Congressional District: 51

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if—

(i) the entity in the preceding fiscal year received—

(i) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(ii) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation? ☒ Yes ☐ No If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

SUMMARY PROPOSAL BUDGET

YEAR 1

ORGANIZATION Southwestern College				FOR NSF USE ONLY		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR David Brown				PROPOSAL NO.	DURATION (months)	
				AWARD NO.	Proposed	Granted
A. SENIOR PERSONNEL: P/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funds Available		
	CAL	ACAD	GLMR	Funds Requested By Proposer	Funds granted by NSF (if different)	
1. David Brown - Professor	0.00	0.00	2.00	7,500		
2.			0.5			
3.						
4.						
5.						
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0		
7. (1) TOTAL SENIOR PERSONNEL (1 - 6)	0.00	0.00	2.00	7,500		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)						
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	0		
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00	0		
3. (0) GRADUATE STUDENTS				0		
4. (2) UNDERGRADUATE STUDENTS				2,000		
6. (0) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0		
6. (0) OTHER				0		
TOTAL SALARIES AND WAGES (A + B)				9,500		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)				011		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)				10,411		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT				0		
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)				0		
2. FOREIGN				0		
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ _____				0		
2. TRAVEL _____				0		
3. SUBSISTENCE _____				0		
4. OTHER _____				0		
TOTAL NUMBER OF PARTICIPANTS (0) TOTAL PARTICIPANT COSTS				0		
G. OTHER DIRECT COSTS				4,000		
1. MATERIALS AND SUPPLIES				0		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION				0		
3. CONSULTANT SERVICES				0		
4. COMPUTER SERVICES				0		
5. SUBAWARDS				0		
6. OTHER				0		
TOTAL OTHER DIRECT COSTS				4,000		
H. TOTAL DIRECT COSTS (A THROUGH G)				14,411		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) Total Direct Costs (TDC) (Rate: 10.0000, Base: 14411)				1,441		
TOTAL INDIRECT COSTS (F&A)				15,852		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				0		
K. RESIDUAL FUNDS				15,852		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				\$ 15,852		
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
P/PI NAME David Brown				FOR NSF USE ONLY		
ORG. REP. NAME				INDIRECT COST RATE VERIFICATION		
				Date Checked	Date Of Rate Sheet	Initials - ORG

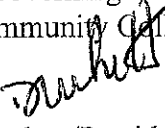
1 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET


ITEM #21A1.3


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Acting Vice President of Academic Affairs

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

SUBJECT: Agreement with U.S. Small Business Administration

RECOMMENDATION

Ratify Agreement No. AR3331.11 with U.S. Small Business Administration, for the Jobs Act Program, for the period January 1, 2011 to December 31, 2012, inclusive, in the amount of \$462,854 income to the District.

RATIONALE FOR RATIFICATION

Processing of paperwork was delayed due to changes in staffing.

OVERVIEW

Application for funds was approved by the Governing Board on January 19, 2011. Acceptance of funds was approved by the Governing Board on June 8, 2011. The Small Business Development Centers (SBDC) support job creation and retention within the small business community through effective SBDC individualized, in-depth, entrepreneurial advice to nascent and existing small business owners. This agreement is to provide supplemental funding to the SBDC Lead Center to expand these resources.

FISCAL IMPACT/ACCOUNT

\$462,854 Income to District/Account No. 1-38199-601069-928 (Project Funds)

DT/dd

Director

Approval No.: AP 3331-11

Date: 8/19/11

OMB Approval No.: 3245-0140

Expiration Date: 6/30/2009

U.S. Small Business Administration

NOTICE OF AWARD



1. AUTHORIZATION (Legislation/Regulation)

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

2. Grant/Cooperative Agreement No.:

1-603001-Z-0109

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

Southwestern Community College District
900 Olay Lakes Road
Chula Vista, CA 91910

DUNS: 078752888

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

Small Business Jobs Act Program

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

From 01/01/2011

Through 12/31/2012

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

From 01/01/2011

Through 12/31/2012

6. FEDERAL CATALOG NO.

59.037

7. ADMINISTRATIVE CODES

1-603001-0109

9. AWARD AMOUNT

Amount of SBA Financial Assistance

\$462,854.00

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

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

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

BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST
a.		b.	

12. Approved Budget (Excludes SBA Direct Assistance)

	Federal Share	Non-Federal Share
a. Personal Service	223,244.00	0.00
b. Fringe Benefits	60,878.00	0.00
c. Consultants	82,400.00	0.00
d. Travel	10,000.00	0.00
e. Equipment	0.00	0.00
f. Supplies	4,054.00	0.00
g. Contractual	30,000.00	0.00
h. Other	52,278.00	0.00
i. TOTAL DIRECT COSTS	462,854.00	0.00
j. Indirect cost (Rate) % of S & W/TADC	0.00	0.00
k. OTHER APPL. COSTS	0.00	0.00
l. TOTAL APPROVED BUDGET	462,854.00	0.00

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

FY 2011 Award: Previous: \$0.00
Increase: \$462,854.00
Total: \$462,854.00

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

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

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

☒ OMB Circular - A - 133 - Audits of States, Local Governments, and other Non-Profit Orgs.

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

16. CRS - EIN 95-6006659

17. COUNTY NAME San Diego

18. CONGRESSIONAL DISTRICT NO. 51st

19a. CITY CODE 0710

b. COUNTY CODE 073

c. STATE CODE 06

d. PROGRAM CODE 7007

BUDGET CODE

DOCUMENT NO.

AMT. ACTION FIN. ASST.

TYPE OF ORGANIZATION

20a. 1111.020100DA.603001.20251.4110

b. 1-603001-Z-0109

c. \$462,854.00

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

Doris Young, Agreement Officer

21. AGENCY OFFICIAL (Signature, Name and Title)

Denise Whittaker, Interim Superintendent/President

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

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

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

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

In the event there are conflicting or otherwise inconsistent policies applicable to this award, the above order of precedence shall prevail, with "A" being first and "F" being last. Acceptance of ALL terms and conditions is acknowledged by the Recipient's Signature in block 23.

STANDARD PROVISIONS

SCOPE OF PROJECT

The U.S. Small Business Administration (SBA) awards this Cooperative Agreement to the Recipient described on the cover page of this Notice of Award to carry out the activities set forth in the Small Business Jobs Act of 2010 (Jobs Act), Section 21 of the Small Business Act (15 U.S.C. 648), SBA's Regulations (13 CFR part 130), the Program Announcement, and the application proposal dated 12/15/2010 which is incorporated into this agreement by reference. This Cooperative Agreement between the SBA and the Recipient is provided to enable existing Small Business Development Centers (SBDC) to support job creation and retention within the small business community through effective SBDC individualized, in-depth, entrepreneurial advice to nascent and existing small business owners. SBDCs should use this funding to demonstrate increased innovation in areas such as: delivery of their services; service to new or additional markets not otherwise covered; and programs that will create the next generation of entrepreneurs. Potential projects might include: improving the level of international trade assistance offered; collaborating with incubators; collaborating in regional innovative economies; enhancing SBIR services; growing micro businesses; apprenticeship to entrepreneurship programs; and assisting spin-off businesses that bring university research to the marketplace as well as other technological and innovative ventures.

This Cooperative Agreement will cover a two-year twenty-four (24) month project and budget period. This award is subject to the availability of funds.

Subject to the availability of funds and compliance with the terms and conditions of the cooperative agreement, the award of Federal funding will be \$462,854. Total award funds for the budget period of the recipient will be increased to an amount not less than an amount consistent with the authorized funding level under the Federal appropriations law. SBA may increase award funds for total federal funding to the recipient not to exceed \$50,000,000 but these amounts are not guaranteed.

1. Under this award the Recipient will use varied resources to counsel and train small business owners and managers in dealing with financial, marketing, and other operational and business opportunities and challenges. The SBDC will also assist these clients in developing feasibility studies, business plans, cash flows, financial statements, and similar business measurement and evaluation concepts and tools. The SBDC must provide client counseling assistance at no cost to its clients. However, the SBDC may charge a reasonable fee for training activities and/or certain specialized services (See Item 10, PROGRAM INCOME below).

2. PROGRAM GOALS AND PERFORMANCE MEASUREMENTS

This Cooperative Agreement provides a total of \$462,854 Federal Funds for Small Business Development Center for a two year budget period beginning the date shown in block 5 of the SBA Form 1222. The negotiated goals set for this award are 1,403 SBDC long term clients; new businesses created 30; and \$7,560,000 capital infusion (to include SBA loans, non-SBA loans and equity investment); Goals for jobs created and jobs retained, as well as other goals outlined in the proposal.

3. DELINEATION OF SBA INVOLVEMENT

- a. SBA will determine acceptability of Recipient SBDC proposals.
- b. SBA will monitor SBDC activities for conformity with the requirements of the law, the Program Announcement, the Cooperative Agreement, and the Negotiated Proposal.
- c. SBA will monitor the SBDC's performance under the Cooperative Agreement and its ongoing operations to determine if it is making effective and efficient use of Program funds. This monitoring activity includes reviewing SBDC records, files, and procedures relating to the SBDC's performance under this agreement, as well as interviewing the SBDC's Clients to gauge its program effectiveness.
- d. The recipient must seek the prior approval of the Associate Administrator for the Office of Small Business Development Centers, AA/OSBDC for all contracts, grants, and cooperative agreements the SBDC Lead Centers enter into with other Federal agencies, either individually or as part of a joint effort with other parties as required by 15 U.S.C. § 648 (a)(5). The AA/OSBDC will review the subject and general scope of all such agreements and will not approve them unless the SBDC Lead Center demonstrates that its performance of the agreement will provide assistance to small business concerns without hindering its ability to carry out the terms of this award.
- e. SBA will refer Clients to the SBDC for assistance consistent with the SBDC's resources.
- f. SBA will participate in the evaluation and dissemination of SBDC programmatic results and in the resolution of SBA policy issues.
- g. SBA will perform monitoring and oversight activities in order to determine whether the SBDC has developed procedures to track financial resources, including program income and whether these resources were devoted to fulfilling eligible SBDC program objectives.
- h. SBA may share donated resources with the SBDC.

4. FISCAL ADMINISTRATION

- a. Payment Data

Upon receipt of the signed 'Notice of Award' (NOA) from the recipient's authorized representative by the Office of Small Business Development Centers in SBA Headquarters, funds will be available for disbursement. To receive payments, the recipient must be in the Centralized Contract Register (CCR) and provide valid bank routing and account information for SBA's administrative accounting system. To request

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payment of award funds, the Recipient must submit a Standard Form 270, 'Request for Advance or Reimbursement', signed by the authorized representative of the Recipient organization. Alternative formats or submittals without complete and accurate information will be denied payment and the recipient notified accordingly. Forms and narrative report should be submitted via email to the Program Manager. The original, signed SF-270, along with the quarterly narrative report must be mailed to:

U.S. Small Business Administration
Office of Small Business Development Centers (OSBDC),
Attention: Nancy Gilbert, Program Manager
409 Third Street, SW, 6th floor
Washington, DC 20416.

Incomplete or erroneous submissions will not be accepted and will delay processing of reimbursement requests.

b. Payment Information

- (1) Problems or questions relating to payment under this Cooperative Agreement should be directed promptly to (insert name of Program Manager) at the (insert email).
- (2) The Recipient must enter in block 4 (Standard Form 270), the appropriate Agreement/Document Number to identify the budget year of the Federal funds requested for payment and the program name SBJA (Small Business Jobs Act).
- (3) The Recipient must fill-in block 5 of SF-270 (Partial Payment Request Number) in sequential order to indicate the cumulative number of forms submitted to the OSBDC.
- (4) Federal funds should be requested only as required to meet estimated or actual disbursements.
- (5) Recipients must make every effort to avoid accumulating Federal cash balances, which earn interest. The holding of Federal cash in excess of current disbursement needs is contrary to the objectives of the Federal Financial System.
- (6) The submission of a SF-270 is limited to no more frequently than quarterly.
- (7) The Recipient must submit requests for Federal funds (SF-270) for each of the quarterly periods ending: 3/30, 6/30, 9/30, and 12/31 during each funding period. See Box 8, "Period Covered by This Request." The SF-270 should correlate to the activity during the respective time frame as addressed in the quarterly narrative report.
- (8) Federal Advances: See applicable administrative guidelines 2 CFR Part 215.22 (i) (OMB Circular A-110) and 13 CFR Part 143.21 (i).

5. PRIOR APPROVAL

The Recipient must refer to 13 CFR Part 130.620; 2 CFR Part 215.22 (c) and (f), 2 CFR Part 215.25 or 13 CFR Part 143.30, whichever applies, for a list of the actions which require prior approval from the AA/OSBDC. Some examples include, but are not limited to:

- a. Changes in SBDC program project scope or objectives;
- b. Change in a State/Region SBDC Director specified in the application or award document.

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- c. Additional line item expenditures not specified or shown without cost on the approved budget or as required by applicable cost principles cited in Item 9 below.
- d. Any budget revisions to Federal and matching funds (as applicable), including fund transfers between cost categories when the gross amount of funds involved is greater than ten percent of the overall project budget.
- e. The transfer of amounts budgeted for indirect costs in order to absorb increases in direct costs.
- f. ANY Change in amount claimed for indirect costs in excess of the approved budget. See paragraph 14f of this award.

6. REPORTING AND RECORDKEEPING REQUIREMENTS

The Recipient agrees to maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits. The Recipient SBDC must furnish such records, including current financial statements, indirect cost rate agreements and agreements for matching funds, examinations and reviews to the SBA upon request. The SBA may request copies of supporting documents used to prepare reports for SBA as required by the program announcement, Section 6.2. REPORTING.

Reporting periods for this award – The first quarter will begin on the start date of the budget period (as shown in block 5 of the SBA Form 1222), immediately following the quarterly dates noted below. For example, if block 5 indicates Nov 30; the first quarterly reporting period starts Nov 30 and ends March 31.

Quarters for this award are as follows:

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

The Recipient must submit the following reports:

a. Client Service Data

All SBDCs must collect and maintain records of counseling and training activities. Client service data for counseling activities are collected on SBA Forms 641. Training activity data are collected on SBA Forms 888. SBDCs are required to submit the client service information from these forms into SBA's Management Information System. The current approved system is the Entrepreneurial Development Management Information System (EDMIS). SBDCs may submit the information by directly entering data into EDMIS or they can upload batch files to the system. The EDMIS system stores this client specific information and SBA is capable of generating reports from the data. All fields must be completed when data is available, including but not limited to capital infusion data, job creation and retention data, and other economic impact data. The most current version of approved client definitions is available on www.sba.gov/private/edmis2/private. Other documentation regarding EDMIS is also available at this site.

b. Economic Impact Reporting

The following are the Economic Impact Data Report Due dates

	Quarterly Economic Impact Data Reporting to EDMIS (uploads from Form 641)	Biennial Performance Report and Annual Performance Report Category 1700 Economic Impact (Narrative Report)
Date Due	Quarterly through EDMIS	90 days after the close of each quarter of operation 90 days after the close of the calendar or fiscal year
Updates on counseled clients who opened a business	✓	✓
SBA Guaranteed Loan Data	✓	✓
Non-SBA Loan Data	✓	✓
Equity Capital Data	✓	✓
Jobs Created	✓	✓
Jobs Retained	✓	✓
Customer Satisfaction	✓	✓
Growth in Sales	✓	✓
Pre-Revenue Sales	✓	✓
Post-Revenue Sales	✓	✓

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

c. Performance Reports

The SBDC must prepare Performance Reports which accurately reflect the activities, accomplishments, and deficiencies of the SBDC. The SBDC must furnish an electronic version of the Performance Reports to the SBA Program Manager.

d. Financial Reports

The SBDC Lead Center must submit: Federal Financial Report (Standard Form 425) to indicate the disbursement information and status of program funds. An original report, signed by the authorized representative of the recipient organization, must be submitted to their respective SBA Program Manager. The SBDC Lead Center must electronically submit a copy of the report via email in PDF format or facsimile to the Grants Management Specialist and Program Manager in the OSBDC at SBA Headquarters. Failure to comply with this paragraph may result in delayed processing of payment requests. This report should reflect only those activities covered by the Jobs Act Program Announcement and not other SBDC grant activities.

- (1) The SBDC must maintain an updated list of funding sources and amounts for each source of funds received by the SBDC (including grants, contracts, and contributions.) Additionally, the following must be maintained and made available during the biennial examination process:

- a. Detailed expenditure worksheets (A9 – A12) available at http://www.sba.gov/aboutsba/sbaprograms/sbdc/funding/sbdc_forms.html must be submitted to support the SF 425 (reporting disbursements, account numbers and the expenditures --Federal, cash and in-kind), and

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- b. for each source of funds, documentation of the name and phone number of the donor/contractor/grantor, the amount of funding, the intended purpose, and any requirements, stipulations, or deliverables.

(2) Each financial report must include the SF 425 package, which consists of:

- a. SBDC approved SF 425, Federal Financial Report (signature of authorized representative denotes approval);
- b. SF 425, line 12 Remarks, indicate the amount of the Recipient share of outlays consisting of the following, as applicable*:
 - i. SBDC In-kind Match
 - ii. SBDC Waived Indirect Cost
 - iii. All SBDC Cash Match

*NOTE: Matching funds are not a requirement of this grant, however if matching funds are used we ask that they be reported, so that we may document leveraging of funds. Voluntary non-federal contributions are the sole responsibility of the Recipient and not the responsibility of SBA. The inability to obtain any voluntary non-federal contributions shall not impact the completion of this project.

- (3) Schedule of indirect cost reporting Federal portion on the SF 425;
- (4) A comparison of actual financial expenditures by budget cost categories to the approved budget contained in this Cooperative Agreement. Refer to Annual Report paragraph.
- (5) The SBDC must report all unliquidated obligations (if any) on form 425 (FFR) and obligations must be liquidated no later than 180-days after the end of the budget period. A revised final FFR must be submitted within 30 calendar days of the close of the liquidation period, and must indicate the final expenditures and unobligated balance of federal funds (if any). Reimbursement requests for disbursements occurring subsequent to the 180-days closing period may not be claimed and will not be approved by SBA.

e. Reporting Period for Quarterly Reports

The recipient agrees to submit quarterly reports.

- (1) Reports are due within 30 days after the completion of each calendar quarter of operation. The annual report is due 90 days after the end of the 4th quarter.
- (2) Reports will include a comparison of actual accomplishments to the approved milestones established in the cooperative agreement;
- (3) Reports will discuss how goals were achieved, or if the goals were not met, what the obstacles were and the plan of action to achieve the agreed to goals;
- (4) Annual Performance Report must be in the same format as the quarterly report and should represent the consolidated effort for the entire performance period of the SBDC;
- (5) The final Federal Financial Report (FFR) will be submitted within 90 days of the close of the approved project and budget period (twenty-four months, unless an extension is granted). The FFR and its attachments should reflect the cumulative financial activities for the project and budget period.

f. ANNUAL REPORT

The Recipient's annual performance report, (both the written and electronic versions) is due within 90 days of the close of the calendar or fiscal year and must contain a brief presentation of the activities involved, including:

- (1) A comparison of actual accomplishments to the approved milestones established in the cooperative agreement.
- (2) The ongoing plan of action to achieve the agreed to goals.
- (3) A comparison of actual financial expenditures by budget cost categories to the approved budget. The Recipient must also include an explanation for every instance where its actual expenditures in a given budget cost category exceeded its approved budget for that category. Financial data furnished in this report is from an SBDC Manager's Standpoint and is in addition to the information furnished in the Financial Reports cited in paragraph d.
- (4) Other pertinent information, including economic impact data (e.g., jobs created, tax dollars generated, new business start-ups).
- (5) Changes in key personnel, service centers and subrecipients that occurred during the performance period.
- (6) The Annual Performance Report must also contain a complete narrative explanation of project accomplishments, findings, recommendations, and anything of significance encountered during the period of project performance.

g. SBDC RECORDS RETENTION

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

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

h. CLIENT CONFIDENTIALITY

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

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

7. DISPUTES

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

8. COPYRIGHTS

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

9. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

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

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

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

10. PROGRAM INCOME

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

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

SBDC Program Recipients are responsible for establishing a separately identifiable Program income fund account to facilitate financial reporting. All program income must be reported on the Standard Form 425, 'Federal Financial Report'. The Recipient must include a narrative description of how program income was used to further eligible program objectives. At the close of the project period program income must be expended to further program objectives.

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11. SBA PERSONNEL

A Program Manager and a Grants Management Specialist at OSBDC Headquarters will also be appointed to each Recipient/SBDC. Written notification of these appointments will be furnished to the Recipient.

12. CONTRACTOR REPORTS

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

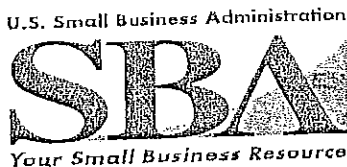
13. RECOGNITION OF SBA/SBDC PARTNERSHIP

a. Use of SBA Logo and Acknowledgement of Support

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

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

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



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

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

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

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

On materials for which an SBDC does not elect to use the SBA logo, it must at a minimum feature the acknowledgement of support listed above. The SBA logo and/or acknowledgement

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of support may not be used in connection with SBDC activities that are outside the scope of the Cooperative Agreement. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgement of support appear on items used in conjunction with fundraising; lobbying; or the express or implied endorsement of any good, service, entity or individual.

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

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

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

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

b. Shared Information

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

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

14. ADVANCE UNDERSTANDINGS

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

b. Non-Transferability

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

NOTICE OF AWARD**RECIPIENT:** Southwestern Community College District**PAGE 12 OF 15****NO:** 1-603001-Z-0109**DATE ISSUED:**

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c. Debarment or Suspension

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

d. Operational Hours

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

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

- e. Neither the recipient nor the SBDC Lead Center shall reassign this project to another organization. The recipient may contract out certain functions as approved herein; however, the prime recipient remains responsible for ensuring compliance with all applicable laws and regulatory requirements under this award.

f. INDIRECT COST REQUIREMENTS

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

In no instance shall the SBDC charge indirect costs against this award which exceed the total shown on the approved budget without prior written approval of the SBA Grants Management Specialist. Not more than twenty percent (20%) of Federal contributions are reimbursable indirect costs. SBA's approval of indirect costs on future awards may be contingent upon the establishment of approved rates and good faith efforts to comply with the above by the SBDC. (The indirect cost rate in effect at the time of this Award should be used for the duration of the budget).

- g. The Recipient agrees to maintain time and effort records for full-time and part time employees, and ensure that such records are maintained by its subrecipients, to support labor charged to this agreement, as specified in 2 CFR Part 220, 2 CFR Part 225, and 2 CFR Part 230, as applicable.
- h. The Recipient/SBDC agrees to be evaluated by SBA every other year using the SBA/SBDC examination process.
- i. The specific identification SMALL BUSINESS DEVELOPMENT CENTER or SMALL BUSINESS AND TECHNOLOGY DEVELOPMENT CENTER must be a part of the legal name of every SBDC organization within the SBDC (the existing Nebraska SBDC is exempt from this requirement).
- j. The Recipient agrees that no award funds will be used:

- (1) to create or supplement a reserve or contingency fund or account;
- (2) to provide financial assistance, including but not limited to subgrants and seed money for business ventures, unless authorized by statute;

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- (3) for the cost of promotional items and memorabilia including models, gifts, prizes, and souvenirs;
 - (4) for costs of entertainment, including alcoholic beverages, amusement, diversion and social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
 - (5) for contributions and donations (including cash, property, and services) or similar gratuitous transfers of funds or of goods or property purchased with award funds by Recipient to others;
 - (6) for the purpose of fund-raising;
 - (7) for lobbying as set forth in applicable OMB Circulars;
 - (8) for membership fees or dues in any civic or community organization (except for non-profit entities, refer to 2 CFR 230 § 30), country club, social or dining club or organization;
 - (9) for individual membership fees or dues in business, technical, and professional organizations.
- k. The Recipient/SBDC agrees to document and maintain adequate justification (including a detailed explanation of the benefits to the SBDC Program) of all dues allocated for membership in the ASBDC and/or other professional associations.
- l. In accordance with Section 504 of the Rehabilitation Act and the Americans With Disabilities Act of 1990, all notices, promotional items, brochures, publications and media announcements informing the public of events, programs, meetings, seminars, conferences, workshops, and websites sponsored or co-sponsored by SBA must include the following accessibility/accommodation notice:
- Reasonable accommodations for persons with disabilities will be made, if requested at least two weeks in advance. Contact [name, address, and phone number of person] who will make the arrangements.
- m. Surveys
- Any surveys or information collections to be conducted by the Recipient as a requirement of the grant project are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that before the Recipient is required to conduct any survey or information collection that the SBA will complete the necessary requirements under the Paperwork Reduction Act. Surveys conducted by the Recipient independent of SBA are not subject to the Paperwork Reduction Act.
- n. Co-sponsorship
- The local District Office may jointly sponsor or stage an activity, event, or initiative with the SBDC. Where such an activity, event, or initiative is contemplated in the recipient's accepted proposal and Notice of Award, no separate co-sponsorship agreement is necessary. Conversely, where such an activity, event or initiative falls outside the activities contemplated in the recipient's accepted proposal and Notice of Award, a separate co-sponsorship agreement is required. If, however, a third entity will also participate as a sponsor (as opposed to simply a donor) in the activity, event, or initiative, a separate co-sponsorship agreement is required.
- o. Travel

Reimbursement of travel cost incurred under this award must be in accordance with 13 CFR

130.460(g). Refer to the Program Announcement, Section VIII, regarding local travel, and prior SBA approval of unplanned out-of-state travel within Canada, the United States and its territories, and foreign travel outside of Canada, the U.S. and its territories.

- p. Any advisory board member on official board activities may only be reimbursed for reasonable cost of travel under this award. Refer to Program Announcement, Section IV.

q. Equipment

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

- r. The Recipient agrees to notify the OSBDC about activities related to possible travel, facility or other costs in connection with disaster activities or services provided in or outside the service areas intended for this award. This provision does not preclude any voluntary efforts of the SBDC personnel. However, it does restrict the use of program funds without prior written approval of the AA/OSBDC.
- s. The SBDC Lead Center Director has authority to control expenditures under the Lead Center's budget. Once an SBDC receives its approved budget and program funding from SBA, the SBDC Lead Center Director must have full authority to manage and implement the budget without restrictions from the host entity.
- t. The Recipient will take reasonable steps to ensure that the programs and activities it provides in English are also accessible to individuals with limited English proficiency and do not violate the prohibition against national origin discrimination imposed under Title VI of the Civil Rights Act of 1964. For further guidance on this issue, please see Executive Order 13166 and www.lep.gov.

15. AWARD TERM FOR TRAFFICKING IN PERSONS

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

I. Trafficking in persons.

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term;
- or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--

- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2

CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *[agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")]*.

- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *[agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")]*.
- c. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

16. YELLOW RIBBON REINTEGRATION PROGRAM

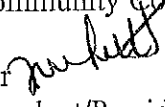
Pursuant to PL 110-181, passed January 28, 2008 – The Secretary of Defense initiated the Yellow Ribbon Reintegration Program which provides information, services, referral, and proactive outreach programs to National Guard and Reserve members and their families with sufficient information, services, referral, and proactive outreach opportunities. See Section VIII, D26 of the Program Announcement.


ITEM #21A1.4

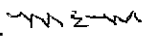
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica Suarez, Ph.D. 
Acting Vice President for Academic Affairs

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

SUBJECT: First Amendment to Agreement No. AR3093.10 with City of San Diego

RECOMMENDATION

Ratify First Amendment to Agreement No. AR3093.10 with the City of San Diego, for extension of the Community Development Block Grant (CDBG) for the Small Business Development and International Trade Center, for the period July 1 through September 28, 2011, inclusive, at no cost to the District. The amendment also incorporates the City of San Diego Equal Benefits Ordinance.

RATIONALE FOR RATIFICATION

Document was received from agency on August 24, 2011.

OVERVIEW

The Southwestern College Small Business Development and International Trade Center, provides professional consulting and management training to small and medium-sized enterprises in the San Diego region. This project focuses on delivery of technical assistance to low to moderate income business owners. The amendment allows for continued delivery of services and full utilization of funds appropriated. The grant agreement was approved by the Governing Board on October 13, 2010.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

mm/bg

**FIRST AMENDMENT TO THE FY 2011 AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
FOR THE PROVISION OF MICROENTERPRISE ASSISTANCE**

This First Amendment is made and entered into by and between the City of San Diego [City], a municipal corporation, and Southwestern Community College District [Agency], collectively referred to herein as "Parties".

RECITALS

WHEREAS, on November 2, 2010, the Parties executed an original agreement in the amount of \$150,000 for the provision of services related to the Small Business Development Center Microenterprise Technical Assistance Program [Agreement]; and

WHEREAS, Section 3.1 of the Agreement provides that the Agreement is effective as of October 1, 2010 and continue until June 30, 2011; and

WHEREAS, Section 3.2 of the Agreement provides that the Agreement may be extended for up to ninety additional calendar days so long as such modification does not affect total compensation and is accomplished by a written amendment signed by the authorized representatives of the City and Agency; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in the original Agreement and this First Amendment, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Section 3.1 of the Agreement is deleted in its entirety and shall be replaced with the following provision which shall read as follows: Upon the execution of this Agreement by the Parties and approval of this Agreement by City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of October 1, 2010 and continue until September 28, 2011, unless terminated earlier in accordance with the terms of this Agreement. Under no circumstances shall this Agreement be effective prior to July 1, 2010.
2. The following provision shall be incorporated into the Agreement and shall read as follows:

"9.16 Equal Benefits Ordinance.

- 9.16.1 In accordance with the Equal Benefits Ordinance [EBO], Agency shall provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Prior to the execution of this Agreement with the City, Agency shall complete the EBO Certification of Compliance and provide it to the City. Failure to maintain equal benefits consistent with the EBO is a material breach of the contract [SDMC §22.4304(e)].
- 9.16.2 Agency shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:
- “During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”
- 9.16.3 Agency shall immediately give the City access to documents and records sufficient for the City to verify that Agency is providing equal benefits and otherwise complying with EBO requirements.
- 9.16.4 The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.”

This First Amendment shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this FIRST AMENDMENT is executed by the City of San Diego,
acting by and through its Mayor or his designee, and by Agency.

Dated this _____ day of _____, 2011.

CITY OF SAN DIEGO

By _____
Hildred Pepper, Jr.
Director
Purchasing & Contracting Department

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By Denise Whittaker
Denise Whittaker
Interim Superintendent/President

Date _____

I HEREBY APPROVE the form and legality of the foregoing First Amendment this _____ day of
_____, 2011.

JAN I. GOLDSMITH
City Attorney

By _____
Kenneth So
Deputy City Attorney

Originator: Mark Meadows, Ph.D.
School of Continuing Education,
Economic & Workforce Development

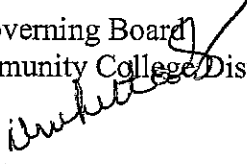
Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director Amendment NO. 1 to
Approval No.: AR3093.10
Date: 8/20/11


ITEM #21A2.1


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Gunnar Schalin GS BY 
Director, San Diego Contracting Opportunities Center

SUBJECT: Agreement with Santee Community Development Commission

RECOMMENDATION

Ratify Agreement No. AR 3323.11 with Santee Community Development Commission, for procurement technical assistance services, for the period July 1, 2011 to June 30, 2012, inclusive, in the amount of \$20,000.

RATIFICATION

Agreement was received from the Santee Community Development Commission on July 27, 2011, and is being presented to the Governing Board at the earliest opportunity.

OVERVIEW

The San Diego Contracting Opportunities Center, through Southwestern College's Office of Business and Financial Affairs, will provide contracting and procurement technical assistance to San Diego County small businesses desiring to provide products or services to public agencies and government buying offices.

FISCAL IMPACT/ACCOUNT

\$20,000 Income to the District/Account No. 1-38896-709962-928 (Project Funds)

GS:jr

**AN AGREEMENT BETWEEN THE SANTEE COMMUNITY DEVELOPMENT
COMMISSION AND SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
(AKA SAN DIEGO CONTRACTING OPPORTUNITIES CENTER)
TO PROVIDE A SANTEE SATELLITE OFFICE OF THE
CONTRACTING OPPORTUNITIES CENTER**

Agreement Number: SDCOC 072711

THIS AGREEMENT is made by and between the Santee Community Development Commission, a municipal corporation, hereinafter referred to as "CDC," and Southwestern Community College District, aka San Diego Contracting Opportunities Center, hereinafter referred to as "DISTRICT."

NOW THEREFORE, it is agreed between the parties hereto that;

I SCOPE OF SERVICE

A. Activities

DISTRICT will be responsible for administering a satellite office at the Santee Chamber of Commerce which will function as a Business Development Center for small businesses located in the City of Santee in a manner satisfactory to the CDC and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the California Redevelopment Law:

1. Provide business counseling services to small and disadvantaged businesses to help them identify, pursue, and obtain local, state, and federal contracts.

Program Delivery

1. DISTRICT warrants that it has the expertise and experience to perform the work set forth in this Agreement and that it shall perform said work pursuant to this Agreement and as stated in the Statement of Work, attached hereto as Exhibit "A" incorporated herein by reference.
2. DISTRICT shall document performance on a quarterly basis by submittal of a Quarterly Report.

B. Performance Monitoring

The CDC will monitor the performance of DISTRICT against goals and performance standards required herein. Substandard performance as determined by the CDC will constitute non-compliance with this

Agreement. If action to correct such substandard performance is not taken by DISTRICT within a reasonable period of time after being notified by the CDC, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of DISTRICT shall start on the 1st day of July 2011 and end on the 30th day of June 2012.

III. BUDGET

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Labor	[500 hours]	\$20,000.00
	Initial & Follow-up Counseling	400
	Marketing	20
	Community Outreach & Education	48
	Training & Professional Development	<u>32</u>
		500

TOTAL EXPENSES \$20,000.00

Any amendments to this budget must be approved in writing by the CDC and DISTRICT.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the CDC under this contract shall not exceed \$20,000. Payments shall be made on a quarterly basis, pursuant to the submittal of a quarterly report and invoice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Santee CDC

City of Santee
Pamela A. White
Assistant to the Executive Director
10601 Magnolia Avenue
Santee, CA 92071-1266
(619) 258-4100, ext. 223
Fax Number: (619) 562-0649

DISTRICT

San Diego Contracting Opportunities Center
Gunnar Schalin, Director
4007 Camino del Rio South, Suite 210
San Diego, CA 92108-4189
(619) 285-7020, ext. 102
Fax Number: (619) 285-7030

V. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. DISTRICT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CDC shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as DISTRICT is an independent contractor.

B. Indemnification

1. DISTRICT shall defend, indemnify and hold CDC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees or agents.
2. CDC shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CDC, its officers, employees or agents.
3. Should it become necessary for the CDC to commence suit to enforce any of the terms and conditions of this Agreement, the prevailing party will be awarded any and all attorney fees and court costs incurred in litigation.

C. Insurance

DISTRICT agrees to maintain in full force and effect and bear the cost of adequate policies of public liability and property damage insurance in an aggregate amount of not less than \$500,000 combined single limit. DISTRICT further agrees to maintain adequate automobile liability insurance for personal injury and property damage caused by employees in the scope of work performance. Evidence of insurance issued by the insurance carrier shall be presented by DISTRICT to the CDC within thirty (30) days following execution of this Agreement in a policy form setting

forth terms of insurance and indicating that the insurance policies are in effect and that thirty (30) days written notice will be given prior to cancellation or modification thereof. The policy(ies) of insurance shall be with a California admitted carrier. These requirements may be modified by the Assistant to the Executive Director if DISTRICT submits evidence sufficient to ensure adequate coverage.

D. Workers' Compensation

DISTRICT shall secure, maintain in full force and effect, and bear the cost of complete Workers' Compensation insurance in accordance with the laws of the State of California for the duration of the Agreement.

E. Amendments

The CDC or DISTRICT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party. Such amendments shall not invalidate this Agreement, nor relieve or release the CDC or DISTRICT from its obligations under this Agreement.

The CDC may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CDC and DISTRICT.

F. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the CDC. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by DISTRICT under this Agreement shall, at the option of the CDC, become the property of the CDC, and DISTRICT shall be entitled to receive just and equi table compensation for any satisfactory work completed on such documents or materials prior to the termination.

The CDC may also suspend or terminate this Agreement, in whole or in part, effective immediately upon notice to DISTRICT if DISTRICT

materially fails to comply with any term of this Agreement, or with any of the rules,

regulations or provisions referred to herein; and the CDC may declare DISTRICT ineligible for any further participation in the CDC's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe DISTRICT is in noncompliance with any applicable rules or regulations, the CDC may withhold up to fifteen (15) percent of said contract funds until such time as DISTRICT is found to be in compliance by the CDC, or is otherwise adjudicated to be in compliance.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

DISTRICT agrees to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

DISTRICT shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records documenting compliance with equal opportunity components of the State law;
- d. Financial records as required by the CDC; and
- e. Other records necessary to document compliance with California Redevelopment Law.

2. Retention

DISTRICT shall retain all records pertinent to expenditures incurred under this contract for a period of two (2) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for two (2) years after final disposition of such property, whichever occurs later.

3. Client Data

DISTRICT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, type and/or size of business, and description of service provided. Such information shall be made available to the CDC or its designees for review upon request.

4. Disclosure

DISTRICT understands that client information collected under this contract is private, and the disclosure of such information is prohibited when not directly connected with the administration of the CDC's or DISTRICT's responsibilities with respect to services provided under this contract.

5. Audits and Inspections

All DISTRICT records with respect to any matters covered by this Agreement shall be made available to the CDC, at any time during normal business hours, as often as the CDC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by DISTRICT within 30 days after receipt by DISTRICT.

C. Reporting and Payment Procedures

1. Payment Procedures

The CDC will make quarterly payments to DISTRICT under this contract based upon quarterly reports and invoices submitted by DISTRICT and consistent with any approved budget and CDC policy concerning payments.

2. Progress Reports

DISTRICT shall submit Quarterly Reports to the CDC in the form, content, and frequency as required by the CDC.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

DISTRICT agrees to comply with all of the following, including any future amendments thereto: Title VI of the Civil Rights Act of 1964

as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

DISTRICT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. DISTRICT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Section 504

DISTRICT agrees to comply with all of the following, including any future amendments thereto: any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program.

B. Conduct

1. Assignability

DISTRICT shall not assign or transfer any interest in this contract without the prior written consent of the CDC thereto; provided, however, that claims for money due or to become due to DISTRICT from the CDC under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CDC.

2. Conflict of Interest

DISTRICT covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of

services required under this Agreement. DISTRICT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by DISTRICT. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CDC.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

The effective date of this Agreement shall be July 1, 2011.

SANTEE COMMUNITY DEVELOPMENT COMMISSION

By: _____
KEITH TILL, EXECUTIVE DIRECTOR

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: _____
DENISE WHITTAKER, INTERIM SUPERINTENDENT / PRESIDENT

Approved As To Form:

BEST BEST & KRIEGER LLP

By: _____
SHAWN D. HAGERTY, CITY ATTORNEY

Originator: Gunnar Schalin Account No. 1-38896-709962-928
--

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A3323-11
Date: 8/15/11

EXHIBIT A

STATEMENT OF WORK

CONTRACT TERM: July 1, 2011 through June 30, 2012

ADDRESS OF AGENCY: San Diego Contracting Opportunities Center
4007 Camino del Rio South, Suite 210
San Diego, CA 92108-4189

CONTACT PERSON: Tim Warren (Santee Satellite Office)
PHONE: (619) 449-6572 / 449-2151

PROJECT GOALS, OBJECTIVES AND PERFORMANCE MEASURES:

DISTRICT agrees to provide the following services to City:

1. Will provide counseling and technical assistance for small and s mall disadvantaged businesses in the City of Santee. Services to include:
 - a) Technically knowledgeable counselor to counsel and advise clients on the methodology for obtaining government contracts.
 - b) Maintain a library of procurement publications, Small Business Certification forms, procurement personnel phone lists, "How to Sell to" publications, etc.
 - c) Enter all qualified clients on the PTAssist data base for accountability and bid match with the various procurement opportunities available.
 - d) Make clients aware of workshops and seminars available. S chedule workshops in East County when sufficient interest exists.
2. Submit Quarterly Report to the Assistant to the Executive Director by the last day of the month following the end of a quarter.
3. Provide Year End Evaluation Report of program's success meeting established goals.
4. Provide notification to CDC of any audits or investigations including results, findings, and/or liens.

ITEM #21A2.2

September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker *DWhittaker*
Interim Superintendent/President

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

INITIATED BY: Gunnar Schalin *GS*
Program Director, San Diego Contracting Opportunities Center

SUBJECT: Amendment No. 1 to Agreement No. AR3132.10 with City of San Diego

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. AR3132.10 with City of San Diego, to provide training and related services, for the period extending through September 28, 2011, inclusive, at no cost to the District. The Amendment also incorporates the City of San Diego Equal Benefits Ordinance.

RATIONALE FOR RATIFICATION

Document was received from agency on August 24, 2011.

OVERVIEW

The San Diego Contracting Opportunities Center, through Southwestern College's Office of Business and Financial Affairs, provides training and related services to small businesses in the area of government and public works contracting and procurement. The Amendment incorporates the City of San Diego Equal Benefits Ordinance, and allows for continued delivery of services.

FISCAL IMPACT/ACCOUNT

\$35,585.21 Residual Income to the District/Account No. 1-38896-709970-928 (Project Funds)

GS:jr

**FIRST AMENDMENT TO THE FY 2011 AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
FOR THE PROVISION OF MICROENTERPRISE ASSISTANCE**

This First Amendment is made and entered into by and between the City of San Diego [City], a municipal corporation, and Southwestern Community College District [Agency], collectively referred to herein as "Parties".

RECITALS

WHEREAS, on December 16, 2010, the Parties executed an original agreement in the amount of \$86,400 for the provision of services related to the Fast Track Contracting Opportunities Assistance Center [Agreement]; and

WHEREAS, Section 3.1 of the Agreement provides that the Agreement is effective as of October 1, 2010 and continue until June 30, 2011; and

WHEREAS, Section 3.2 of the Agreement provides that the Agreement may be extended for up to ninety additional calendar days so long as such modification does not affect total compensation and is accomplished by a written amendment signed by the authorized representatives of the City and Agency; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in the original Agreement and this First Amendment, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Section 3.1 of the Agreement is deleted in its entirety and shall be replaced with the following provision which shall read as follows: Upon the execution of this Agreement by the Parties and approval of this Agreement by City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of October 1, 2010 and continue until September 28, 2011, unless terminated earlier in accordance with the terms of this Agreement. Under no circumstances shall this Agreement be effective prior to July 1, 2010.
2. The following provision shall be incorporated into the Agreement and shall read as follows:

"9.16 Equal Benefits Ordinance.

- 9.16.1 In accordance with the Equal Benefits Ordinance [EBO], Agency shall provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Prior to the execution of this Agreement with the City, Agency shall complete the EBO Certification of Compliance and provide it to the City. Failure to maintain equal benefits consistent with the EBO is a material breach of the contract [SDMC §22.4304(e)].
- 9.16.2 Agency shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:
- “During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”
- 9.16.3 Agency shall immediately give the City access to documents and records sufficient for the City to verify that Agency is providing equal benefits and otherwise complying with EBO requirements.
- 9.16.4 The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.”

This First Amendment shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this FIRST AMENDMENT is executed by the City of San Diego,
acting by and through its Mayor or his designee, and by Agency.

Dated this _____ day of _____, 2011.

CITY OF SAN DIEGO

By _____
Hildred Pepper, Jr.
Director
Purchasing & Contracting Department

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By Denise Whittaker
Denise Whittaker
Interim Superintendent/President

Date 8-26-11

I HEREBY APPROVE the form and legality of the foregoing First Amendment this _____ day of _____, 2011.

JAN I. GOLDSMITH
City Attorney

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director Amendment No. 1 to
Approval No.: A 23132.10
Date: 8/29/11

By _____
Kenneth So
Deputy City Attorney

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


Account No.: 1-38896-709970-928


ITEM #21B1.1


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Mia C. McClellan 
Dean, Student Services

SUBJECT: Service Learning Program Agreement with County of San Diego Health
and Human Services Agency

RECOMMENDATION

Approve Agreement No. A3324.11 with County of San Diego Health and Human Services Agency, for the Service Learning Program, for the period September 15, 2011 to June 30, 2014, inclusive, at no cost to the District.

OVERVIEW

The 2011-2014 Service Learning Program agreement is an ongoing agreement used to establish partnerships with community agencies for the purpose of providing volunteer learning experiences to students eligible for the Service Learning Program.

FISCAL IMPACT/ACCOUNT

No cost to the District.

MM/dt



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
SERVICE LEARNING PROGRAM AGREEMENT WITH
COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
2011-2014**

THIS AGREEMENT is executed by and between Southwestern Community College District (hereinafter referred to as "District") and County of San Diego Health and Human Services Agency (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Service Learning Program.

WHEREAS, it is the intention of the Parties to participate in the Service Learning Program for the purpose of providing students (hereinafter referred to as "Students" or "Participants"); with opportunities to learn by providing various volunteer services to the community (Agency).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

- A. This Agreement forms the basis of mutual understanding and respective responsibilities between the Agency and District for the participation of Students in the Service Learning Program.
- B. This Agreement will be for a period of three years, with review for continuation of the Program at three year intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
- C. Agency Agrees:
 - 1. To the extent Agency is able, provide Students with safe working conditions within which to provide the volunteer services. Agency shall not direct or permit Students to undertake activities that may be risky or inherently dangerous. Agency shall provide sufficient instruction to the Students so that the volunteer services provided meet both the Students' need to learn and the Agency's service needs. Agency may, within its discretion, provide the District with a written evaluation of the volunteer services that each Student provides.
 - 2. To provide a mutually acceptable workstation to Students and to provide supervision, necessary equipment, materials, and tools.
 - 3. To retain the right at all times to screen Students before they deliver volunteer services and to reject the volunteer services of any Student.
 - 4. To not unlawfully discriminate, either in the provision of services against any Student on the basis of race, color, national origin, gender, religion, or disability.
 - 5. To comply with all applicable laws relating to nondiscrimination.
 - 6. For District to have access to Agency to observe and evaluate the Students' delivery of the volunteer services.
- D. District Agrees:
 - 1. To advise Students of the nature of the services that Agency needs according to information that Agency provides.

2. To not be held responsible for screening Students for their suitability to provide the volunteer services.
3. To keep in force at all times, during the term of this agreement, Workers' Compensation Insurance covering all Students during assigned volunteer/work periods.
4. To not unlawfully discriminate in the provision of services against any Student on the basis of race, color, national origin, gender, religion, or disability.
5. To comply with all applicable laws relating to nondiscrimination.

II. Term of Agreement

- A. This agreement may be terminated by Agency or District at any time by giving at least seven (7) days written notice.
- B. This agreement shall be effective September 15, 2011 to June 30, 2014.
- C. This agreement may be modified at any time by written consent of the Parties.
- D. This agreement constitutes the entire agreement between the Parties. There is no express or implied agreement except as stated in this agreement.

III. Insurance and Liability

- A. District and Agency shall secure and maintain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with coverage for incidental contracts. District shall name the Agency and the Agency agrees to name Southwestern Community College District and the Southwestern Community College District Governing Board as additional insured's under its respective policy(s). Agency is a self insured entity. Further, the Certificate of Insurance shall provide 30 days prior written notice of cancellation.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the District, and damage to property including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

- A. District is, for all purposes, an independent Contractor and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by

which the program is accomplished, agrees to hold itself out as an independent Contractor, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.

- B. It is expressly understood and agreed that neither District nor Students shall in no event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.
- C. District agrees to notify Students that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Students.

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

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

Date : _____

By: _____
Nick Macchione, MS, MPH, FACHE Director
1700 Pacific Highway
San Diego, CA 92102

Date : _____

Please print or type the following information:

Originator: Arlie Ricasa

Department: Office of Student Activities & Health Services

Budget No. (No cost to District)

Peggy Yamagata

Name of Agency Contact

County of San Diego Health and Human Services Agency

Name of Agency

3851 Rosecrans Street, Ste. 522 (MS P511),
San Diego, CA 92110

Address of Agency

(619) 692-8858

Agency Telephone Number

(619) 692-8827

Agency Fax Number

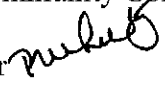
Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A 3324.11
Date: 8/14/11

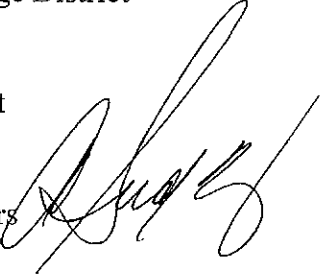
ITEM #21B1.2


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Mia C. McClellan 
Dean, Student Services

SUBJECT: Cooperative Work Experience Education Program Agreement with
Covenant Retirement Communities DBA Mount Miguel Covenant Village
Health Facility

RECOMMENDATION

Approve Agreement No. A3325.11 with Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility, for the Cooperative Work Experience Education program, for the period September 15, 2011 to June 30, 2014, inclusive, at no cost to the District.

OVERVIEW

The 2011-2014 Cooperative Work Experience Education program agreement is an ongoing agreement used to establish partnerships with community organizations for the purpose of providing work experiences to students eligible for the Cooperative Work Experience Education Program.

FISCAL IMPACT/ACCOUNT

No cost to the District.

MM/dt



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COOPERATIVE WORK EXPERIENCE EDUCATION PROGRAM AGREEMENT
2011-2014**

THIS AGREEMENT is executed by and between Southwestern Community College District (hereinafter referred to as "District") and Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Cooperative Work Experience Education Program.

WHEREAS, it is the intention of the Parties to participate in the Cooperative Work Experience Education Program for the purpose of providing realistic work-based learning experiences to students eligible for the program (hereinafter referred to as "Students" or "Participants");

WHEREAS, District operates curricula for its students in specific subject areas, and such curricula includes Cooperative Work Experience Education Programs ("Program"); and

WHEREAS, Agency operates business units which are suitable for specific subject areas.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

- A. This Agreement forms the basis of mutual understanding and respective responsibilities between the Agency and District for the participation of students in the Cooperative Work Experience Education Program.
- B. This Agreement will be for a period of three years, with review for continuation of the Program at three year intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
- C. Agency Agrees:
 - 1. To the extent Agency is able, to utilize the services of qualified students referred to it by District who are eligible to participate in the Cooperative Work Experience Education Program.
 - 2. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.
 - 3. To maintain records and complete all necessary forms and documents provided by District.
 - 4. To certify the accuracy of hours reported and the performance on the part of Participants.
 - 5. To notify District if Participants are dropped from the Program due to unsatisfactory progress, interest, conduct, or failure to meet work standards.
 - 6. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.
- D. District Agrees:
 - 1. To appoint a representative to coordinate with Agency.
 - 2. To develop the curriculum for the Program.
 - 3. To screen and refer Participants to prospective Agencies.

4. To notify Agency of any Participants who may become ineligible.
5. To review, with the Participants, the terms of the internship agreed upon with Agency.
6. Upon the request of Agency, to accept the termination of any Participants provided by District.
7. To be responsible for the administration of the Cooperative Work Experience Educational Program.
8. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.
9. To not discriminate against and refer Participants regardless of race, color, national origin, gender, religion, or disability.

II. Term of Agreement

- A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective September 15, 2011 to June 30, 2014.
- C. This Agreement may be modified at any time by written consent of the Parties.
- D. This Agreement constitutes the entire agreement between the Parties. There is no express or implied agreement except as stated in this Agreement.

III. Insurance and Liability

- A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Cooperative Work Experience Program Participants and employees of District.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the District, and damage to property including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

- A. District is, for all purposes, an independent District and shall not be deemed an employee of District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.

B. It is expressly understood and agreed that neither District nor Participants shall in no event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.

C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

**SOUTHWESTERN COMMUNITY COLLEGE
DISTRICT**

By: _____

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

Date : _____

Signature of Agency Representative

Jay Caddell
Administrator-Healthcare
325 Kempton Street
Spring Valley, CA 91977

Date : _____

**Please print or type the following
information:**

Originator: Arlie Ricasa

Department: Office of Student Activities & Health
Services

Budget No. (No cost to District)

Jay Caddell
Name of Agency Representative

Administrator -- Healthcare
Title of Agency Representative

Mount Miguel Covenant Village
Name of Agency

325 Kempton Street, Spring Valley, CA 91977
Address of Agency

(619) 931-1152
Agency Telephone Number

(619) 479-9240
Agency Fax Number

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

Approval No.: A3325-11

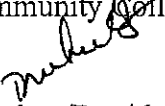
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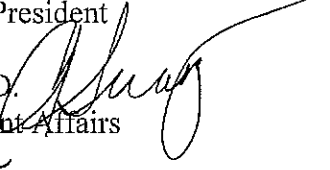
ITEM #21B1.3


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Mia C. McClellan 
Dean, Student Services

SUBJECT: Agreement with Fellowship Travel

RECOMMENDATION

Approve Agreement No. A3335.11 with Fellowship Travel, as a service provider for the Cape Town, South Africa, two-week volunteer abroad program (March 20 to April 6, 2012). The travel agreement contract will cover the period of September 15, 2011 to May 1, 2012, inclusive, at no cost to the District.

OVERVIEW

Southwestern College is sponsoring a two-week volunteer abroad program in South Africa for students to do volunteer work in a Cape Town Township primary school from March 20 to April 6, 2012. A service provider coordinates travel, housing, meals, transportation, and work-site activities. The proposed service provider is Fellowship Travel. Participating students will make all payments for this program directly to Fellowship Travel.

FISCAL IMPACT/ACCOUNT

No cost to the District.

CK/jb

TRAVEL CONTRACTOR AGREEMENT WITH FELLOWSHIP TRAVEL

THIS AGREEMENT is made by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 (hereafter referred to as "District") and Fellowship Travel, 10220 Timber Ridge Dr., Ashland, Virginia 23005 (hereafter referred to as "Travel Contractor").

IN CONSIDERATION of the covenants, promises and Agreements contained herein, District and Travel Contractor hereby covenant, promise and agree as follows:

SERVICES: District agrees that, at no cost to the District, Travel Contractor serve as the provider for the Cape Town, South Africa Volunteer Abroad Program hosted by District.

This Agreement shall apply to community services, tours and instructional field studies or trips (hereinafter collectively referred to as "trips") as defined and approved by the District's Governing Board (hereinafter the "Board").

EFFECTIVE DATE OF THE AGREEMENT: The effective date of this Agreement shall be September 15, 2011 through May 1, 2012.

CONDITIONS AND STANDARDS

1. DISTRICT AGREES TO THE FOLLOWING:

DISTRICT shall arrange for and provide all instructional and community services trips within the scope of this Agreement including but not limited to, appropriate program announcements, program descriptions (where and if applicable), and registration prerequisites, student selection, pre-trip student orientation, lectures, student supervision by International Program Faculty Coordinator, and post trip evaluation.

2. TRAVEL CONTRACTOR AGREES TO THE FOLLOWING:

A. TRANSPORTATION: The Travel Contractor shall arrange for and provide all transportation and lodging (if applicable) for the trip. In the event of a conflict the general terms and conditions set forth in this Agreement shall control as called for in the Request for Bid.

B. PROMOTIONAL MATERIAL: The Travel Contractor may prepare and provide, at its own expense, promotional material concerning the trip, provided that any promotional material is approved before publication and distribution in writing by the International Programs Faculty Coordinator, and providing that any promotional material prominently displays the following disclaimer:

"Fellowship Travel, and not Southwestern Community College District, is responsible for all travel arrangements and/or any liability arising there from. The District is **NOT** liable for any damages arising out of the services described herein including, but not limited to, any promises or representations, whether express or implied. Nothing contained herein shall be construed in any way to bind the District, the District Governing Board, or any of their agents, employees or representatives to any promises, obligations, covenants or duties whether express or implied herein."

C. INDEMNIFICATION: Further, that the Travel Contractor agrees to indemnify, defend and hold harmless the Board of the **District**, its officers, agents and employees from any and all liability claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) of damages by acts or omissions of the Travel Contractor in the performance of the contract.

D. PROGRAM PAYMENTS BY PARTICIPANTS: All payments by trip participants for travel services hereunder shall be made to the order of Travel Contractor's firm name, or to such other name as the Travel Contractor may direct. The Travel Contractor shall manage all charges collected from trip participants in accordance with all applicable federal and state laws and regulations, and the requirements of this Agreement. Any and all funds received by the Travel Contractor for the trip are to be received by the Travel Contractor in trust for the benefit of the trip participants. The Travel Contractor shall account to the District the total cost to trip participants of each trip. Cost figures, once disclosed and set forth, will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the acceptance of the quote, and may be subject to change in such tariffs and exchange rates without modification of this Agreement if the possibility of such changes has been disclosed in advance, in writing, by the Travel Contractor to the District, and the Travel Contractor shall determine for each trip a date for initial deposit of trip costs by trip participants and the amount of such deposit, as well as the date of final payment, each of which dates and payments shall be set forth in the attached Exhibit and published in literature about the specific trip made available to potential trip participants by either the District or the Travel Contractor.

In the event a trip is, for any reason, canceled prior to the time of its scheduled departure, the Travel Contractor shall refund in full any payments received from trip participants, provided, however, that if any trip participant cancels after the date specified for final payment for participation in a particular trip, the Travel Contractor shall refund to said participant the full amount received by the Travel Contractor from said participant, minus any non-recoverable charges or expenses incurred by the Travel Contractor in connection with its provision of travel services for those participants, provided that the Travel Contractor has notified, in writing, each trip participant and the District of its intent to do the same. In the event of such cancellation, the Travel Contractor shall within thirty (30) days of said cancellation, account to the District for any non-recoverable charges or expenses incurred by the Travel Contractor. Charges, if any, for District personnel shall be invoiced to the District.

E. RESTRICTION ON TRIP PARTICIPATION All trip participants shall be registered in the course of study or community service class offering related to the trip. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. Trip participation is to be determined solely by the District and a list of District-approved trip participants shall be provided to the Travel Contractor in accordance with this requirement. The Travel Contractor shall not make the trip available to individuals who are not students or community service participants of the District and who have not been approved by the District as trip participants. In the event any person should participate in a trip without District permission, the Travel Contractor hereby assumes all liability for participation of such persons and shall indemnify and hold the District harmless from any and all claims arising out of such participation as set forth more fully in Paragraph C, labeled "INDEMNIFICATION." Prior to the departure of any trip, the Travel Contractor shall provide the District, at the address set forth in Paragraph 1 of this Agreement, with a roster of trip participants, showing name, address, emergency contact and address, along with the same information for any other persons that the District has agreed to allow to accompany the trip. The Travel Contractor shall forward a copy of all correspondence between the Travel Contractor and the Center for International Students Program Coordinator to the District at the address set forth in Paragraph 1 of this Agreement. No person shall be allowed to participate in a trip unless that person executes all documents required by the District including, but not limited to, the Trip Participant Hold Harmless and Release Form.

F. INSURANCE: The Travel Contractor shall, for the duration of the trip, maintain in force a comprehensive general liability insurance policy(s) insuring the Travel Contractor's activities under this Agreement on a worldwide basis, and for the amount set forth in parentheses below against risk of loss due to (a) bodily injury, property damage or death caused by an occurrence arising out of the Travel Contractor's operations (\$1,000,000 for each occurrence); (b) bodily injury, property damage or death caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading, of a hired automobile or vehicle (including a bus or truck), water craft or aircraft (\$1,000,000 for each occurrence); (c) any negligent act, error or omission of the Travel Contractor or any other person for whose acts the Travel Contractor is legally liable in the conduct of the Travel Contractor's operations (\$1,000,000 for each occurrence).

The Travel Contractor agrees to name the District, the Board, and each of their agents, employees and representatives as additional insured's under each such insurance policy or policies. In addition, said policy or policies shall include an endorsement whereby the Travel Contractor's insurer agrees to waive its subrogation rights against the District as set forth in Paragraph G of this Agreement. Insured's under the Travel Contractor's comprehensive general liability insurance policy or policies. The District reserves the right to require the Travel Contractor to provide a certified copy of each such insurance policy. On a date to be specified by the District.

The Travel Contractor shall provide the District with a thirty (30) day notice of cancellation or change of each such insurance policy. This Agreement shall not be deemed to be in effect unless a modification has been submitted to and approved by the District Governing Board.

G. WAIVER OF SUBROGATION RIGHT: The Travel Contractor hereby covenants, warrants and promises to provide the District with a full and complete waiver of subrogation rights against the District. The Travel Contractor also covenants, warrants and promises that its insurer providing comprehensive general liability insurance for the trip has waived its right to subrogation against the District for any claims of bodily injury, property damage, personal injury, wrongful death or professional acts, errors or omissions that it or they may pay by way of judgment or settlement to the Travel Contractor or a third party because of the District's alleged negligence or other tortious conduct. The Travel Contractor agrees to provide the District with a copy of the endorsement evidencing the Travel Contractor's agreement to waive its subrogation rights against the District pursuant to the terms set forth herein.

H. TRAVEL AGENTS USED: All travel agents used by the Travel Contractor to arrange for transportation (or Travel Contractor itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (hereinafter "IATA") and the Air Traffic Conference ("ATC") and shall be members of the American Society of Travel Agents ("ASTA") or an equivalent professional travel agents association.

I. TRIP CANCELLATION: The Travel Contractor may, upon written notice to the District, in the manner set forth in Paragraph N (6) Page 4, cancel any particular trip no later than 45 days prior to the departure of the trip if the minimum number of participants is not met, or upon the express mutual agreement of the District and the Travel Contractor set forth in writing, signed by both parties, and notice of the same given in the manner specified in Paragraph N (6), Page 4.

J. TERMINATION OF AGREEMENT: Either party may terminate this Agreement in its entirety upon forty-five (45) days prior by written notice given in the manner set forth in Paragraph N (6), Page 4. In the event the tour is canceled by the District less than forty-five (45) days prior to departure, only the initial deposit shall be forfeited, unless otherwise specified below.

The Travel Contractor shall have the right to retain a portion of the deposits received up to the date on which the tour is canceled; the amount to be retained will be in accordance with the schedule below. The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement or any act that took place during the pendency of this Agreement.

K. ASSIGNMENT: This Agreement is for the particular services of the Travel Contractor specified herein and shall not be assignable by the Travel Contractor in whole or in part without the prior written consent of the District. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, or of any third party beneficiaries of this Agreement.

L. CHANGE IN TRAVEL CONTRACTOR OWNERSHIP: During the term of this Agreement, should a change in ownership of the Travel Contractor take place, the Travel Contractor shall, within five (5) days of the change, notify the District at the address identified in Paragraph 1 of this Agreement. For purposes of this Agreement, change of ownership is defined as follows:

1. If the Travel Contractor is a corporation, any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power of the Corporation.
2. If the Travel Contractor is a partnership, then the withdrawal or removal of any general partner, dissolution of the partnership under California law or any transfer, or transfers in the aggregate, of more than fifty percent (50%) of the partnership interests.

Within ten (10) days of Notice to the District of a change of ownership as defined above, the District, at its option, may terminate this Agreement, provided it does so in writing, and the District's written notice of termination is sent to the Travel Contractor at the address identified in Paragraph N (6) below.

M. COMPLIANCE WITH APPLICABLE LAWS: The Travel Contractor and its subcontractors agree to comply with all applicable Foreign, Federal, State and Local Laws, Statutes and Ordinances in providing its services to the District under this Agreement.

N. GENERAL PROVISIONS

1. **Waiver.** The waiver by the District with respect to any breach of any term, covenant, or condition herein contained shall not constitute a waiver as to any such breach that may occur in the future. The District shall be deemed to have waived any breach by the Travel Contractor hereunder only if the District executes a specific written waiver with respect to such breach.
2. **Severability.** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof.
3. **Election of Remedies.** No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all of the remedies at law or in equity.
4. **Covenants and Conditions.** Each provision of this Agreement performed by either party herein shall be deemed both the covenant and a condition.
5. **Time is of the Essence.** Time is of the essence in the performance of each and every provision of this Agreement.
6. **Notice.** Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Agreement or pursuant to any applicable law or requirement or any public authority, shall be in writing and shall be deemed to have been properly given, rendered or made ten (10) days following the date of mailing if sent by registered or certified mail, return receipt requested, addressed to the other party (and to all other persons designated to receive copies) at the address as set forth below, or on date of delivery if delivered in person. Either party may, by written notice, designate a different address or addresses for notice as set forth herein.

For the District: Carla Kirkwood, Ph.D.
Southwestern Community College District
Program Coordinator, Center for International Studies
900 Otay Lakes Road
Chula Vista, CA 91910

For the Contractor: Johanne Cossette
Fellowship travel
10220 Timber Ridge Dr.
Ashland, Virginia 23005

7. **Attorneys' Fees.** In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.
8. **Whole Agreement.** This writing constitutes the whole Agreement between the parties and may not be modified except in writing signed by both parties.

O. SPECIFIC ARRANGEMENTS

1. **Cultural and educational programs:** Field trips to Table Mountain, Boulder Beach, Cableway and Cape Point are included in the program price.
2. **Accommodations:** Use of fully furnished Team House and all living facilities are included in the program price.
3. **Meals:** All meals (three per day) are included in the program unless eating out or stipulated.
4. **Transportation:** Round trip airfare from San Diego to Cape Town, departing on March 20, 2012, returning on April 6, 2012. All program related transportation in South Africa, including fuel costs, tolls and road taxes.
5. **Transfers and portage:** Round trip motor coach transfers shall be provided to and from airports, piers, railway terminals, and hotels while in South Africa.
6. **Promotion and other services:** Two hundred and fifty (four-color) program brochures, and two hundred and fifty copies of all program application materials.
7. **Payment Schedules:**

A payment of \$400 is due with the application

A payment of \$700 is due on November 15, 2011

A payment of \$700 is due on December 15, 2011

A payment of \$700 is due January 13, 2012

Final payment (including all taxes and fuel surcharges) is due February 15, 2012

Qualified student participants are required to pay all fees prior to departure.

Total cost per participant: Cost reflected of a minimum of 20 participants, \$2,887.16 (includes all taxes and fuel surcharges)

Cancellation procedures will be discussed.

8. **Miscellaneous:** This contract includes service charges and taxes in connection with the above-mentioned services. Airport embarkation taxes are not included. This contract does not include: trip cancellation or luggage insurance; passport and/or visa charges; excess luggage or portage charges; supplements for single rooms or rooms with private bathrooms (unless otherwise stated); discretionary

gratuities to service personnel; or any other items of a purely personal nature, and any services not specifically mentioned herein.

This contract is made in good faith, based on specific rates of exchange and prevailing prices, and is subject to alteration in the event of any change in any one or more of these factors at any time up to the date of commencement of the itinerary. The land price is contingent on all air transportation being booked by the Travel Contractor and is based on the airfare quoted at the time of this contract. The Travel Contractor will act as travel agent on behalf of the group in booking the group's air transportation.

ACKNOWLEDGED AND ACCEPTED:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT:

By: _____
Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Rd.
Chula Vista, CA 91910-7299
Telephone: (619) 482-6301

Date: _____

FELLOWSHIP TRAVEL:

By: _____
Johanne Cossette
Program Coordinator
10220 Timber Ridge Dr.
Ashland, VA 23005
Telephone: (800) 235-9384

Date: _____

Originator: Mia C. McClellan
Department: Office of Student Services
Account No.: No Cost to the District

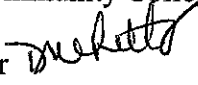
Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A3335.11
Date: 8/24/11


ITEM #21B2.1


September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Wayne Yanda 
Director of Finance

SUBJECT: Agreement for Participation in the 2012 Chancellor's Office Tax Offset Program (COTOP)

RECOMMENDATION

Approve Agreement No. A3333.11 with the Chancellor of the California Community Colleges, to continue participation in the Chancellor's Office Tax Offset Program (COTOP), for the period October 1, 2011 to December 20, 2012, inclusive, at no cost to the District.

OVERVIEW

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

The Chancellor's Office requests the Franchise Tax Board to offset (deduct) the amount owed to the District from the student/debtor's personal state income tax refund, lottery winnings or other state refund. For the calendar year of 2010 the District received \$25,967.88 through the COTOP Program. Year-to-date in 2011 (January through June) the District has received \$99,662.35.

FISCAL IMPACT/ACCOUNT

No cost to the District.

WY:jr

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR PARTICIPATION IN THE
20012 CHANCELLOR'S OFFICE TAX OFFSET PROGRAM (COTOP)

THIS CONTRACT, made and entered into this 14th day of September, 2011, in the State of California, by and between the

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

The CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES
(hereinafter Chancellor) and the

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

I.

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

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

II.

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

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

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

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in

error by the District will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The District may submit requests for deletions or revisions to the unpaid account balance to the Chancellor at any time and as often as needed.

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 25, 2011. Districts may make modifications to accounts (adds/changes/deletes) until November 30, 2011. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

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

IV.

The District will:

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

damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

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

V.

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

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

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

VI.

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

VII.

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

VIII.

Time is of the essence of this agreement.

IX.

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

X.

The term of this contract shall be from October 1, 2011 through December 20, 2012, which as defined by the Franchise Tax Board, is the end of the 2012 interagency program processing year.

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

CALIFORNIA COMMUNITY COLLEGES

By _____ Date _____
Steve Bruckman
Executive Vice Chancellor

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

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

Originator: Wayne Yanda
Account No: No Cost to the District

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A 3333.11
Date: 8/16/11

Appendix A
Data Submittal Specifications
New Accounts File
Page 1 of 2

(For new accounts loaded October 1, 2011 through November 26, 2011)

Data Format:

Please note: Multiple debts owed by the debtor, whether to a single campus or multiple campuses within the same district, must be combined into one account.

IMPORTANT: DATA SHOULD BE IN ASCII TXT FORMAT.

Record length must be 47 characters for New Accounts File.

The data for each individual account in the file should include all of the following data elements, formatted as follows:

<u>DATA ITEM</u>	<u>POSITION</u>	<u>DATA TYPE</u>
MIS District Code	1-3	Char 3
Last Name	4-18	Char 15
First Name	19-28	Char 10
Middel Initial (optional)	29	Char 1
Individual's SSN	30-38	Char 9
Requested Amount	39-45	Num 7
Debt Type (See Appendix E)	46-47	Char 2

IMPORTANT: REQUESTED AMOUNT MUST BE RIGHT JUSTIFIED, I.E. INCLUDE ANY LEADING ZEROS OR SPACE PADDED AND OMIT DECIMAL POINT, E.G. \$350.75 MUST BE ENTERED AS 0035075 or 35075

DEBT TYPE DATA ELEMENT FIELD (COLUMNS 46-47) MUST BE LEFT JUSTIFIED AND IF THERE IS ONLY ONE CHARACTER IN COLUMN 46 (for financial aid debts owed), COLUMN 47 MUST BE A SPACE. NON FINANCIAL AID DEBTS ARE ALWAYS 2 CHARACTERS IN LENGTH.

Page 2 continued below.

Appendix A
Data Submittal Specifications
Change or Delete Accounts File
Page 2 of 2

(For changes to existing accounts or deletion of existing accounts loaded October 1,
2011 through November 26, 2011)

Record length must be 27 characters for Changes or Deletions File.

<u>DATA ITEM</u>	<u>POSITION</u>	<u>DATA TYPE</u>
COTOP Year	1-4	Char 4
MIS District Code	5-7	Char 3
First 4 Letters of Last Name	8-11	Char 4
Individual's SSN	12-20	Char 9
Requested Amount*	21-27	Num 7

***IMPORTANT: IF THE FILE IS A CHANGE ACCOUNT FILE, REQUESTED AMOUNT
MUST BE RIGHT JUSTIFIED, I.E. INCLUDE ANY LEADING ZEROS OR SPACE PADDED
AND OMIT DECIMAL POINT, E.G. \$350.75 MUST BE ENTERED AS 0035075 or 35075**

**IF THE FILE IS A DELETE ACCOUNT FILE, REQUESTED AMOUNT MUST BE ALL
ZEROS (7 DIGITS).**

Appendix B
Transmittal Document

District Name: Southwestern Community College **Date:** 07/14/11

District contact person for **data** processing technical problems:

Name: Vince Perez **Title:** Senior Programmer Analyst **Phone #:** (619) 421-6700 xt. 5245

District contact person **to receive** COTOP reports and take student/debtor referral phone calls:

Name: Martha J. Estrada **Title:** Account Technician

Phone #: (619) 482-6453 **Fax #:** (619) 482-6492 **Email Address:** mestrada@swccd.edu

AND/OR

Name: Angelica Preciado **Title:** Senior Account Clerk

Phone #: (619) 482-6312 **Fax #:** (619) 482-6492 **Email Address:** apreciado@swccd.edu

District contact person's supervisor for Chancellor's Office COTOP staff **to contact when contact person is unavailable:**

Name: Wayne Yanda **Title:** Director of Finance

Phone #: (619) 482-6414 **Fax #:** (619) 482-6492 **Email Address:** wyanda@swccd.edu

District/College: Southwestern Community College

Address: 900 Otay Lakes Road
Chula Vista, CA 91910

Note: Please return this form by US mail or email to be received on or before October 1, 2010 to:

COTOP Program
California Community Colleges, Chancellor's Office
1102 Q Street, Sacramento, CA 95811
tgardner@ccccc.edu

Appendix C

Sample of Required Notification to Debtor

(Only one letter is now required to be sent to the debtor. Letters returned as undeliverable should be retained as verification that notification was attempted.)

This letter may be modified to suit your purposes (you may reword to give it a softer tone), however, the information below must be included. You must also include a contact name, telephone number and/or address for the debtor to inquire or correct misinformation regarding the outstanding debt.

Distribution of this letter via email (in the event you have an email address for this former student) can be in addition to...and not in place of...using the US Postal Service.

Sample Debtor Notification Letter:

Date:

Salutation (Example: Dear Mr./Mrs./Ms. _____,)

Our records show that you have a delinquent debt due to (name of district/college). Unless this issue is resolved within the next 30 days, we will be forwarding your name for collection to the California Franchise Tax Board (FTB) in the event you are owed a state tax refund, win a California Lottery prize or have unclaimed property to be distributed to you by the State of CA Controller's Office for the upcoming tax year.

California State Government Code Sections 12419.2, 12419.7, 12419.9, 12419.10 and 12419.11 authorize the Office of the State Controller and the FTB to collect money owed to individuals and then redirect these funds to pay the individuals' debts owed to the agencies/colleges.

Our records show that the total amount now due and payable to (name of district/college) is \$(enter amount) for (enter liability). You have 30 days to pay voluntarily before we submit your name to the Franchise Tax Board for an intercept.

You may submit objections and any relevant documentation to this action personally or in writing to (name of contact person, address, and/or telephone number) within 30 days from the date of this letter. Upon receipt of your objections, a college representative will review your case. If the representative finds that the offset is in error, the offset request will be withdrawn or the amount corrected. If no objections are submitted or if the objections are considered to be insufficient, we will proceed with this action. You may also contact this person for instructions on how to make payment.

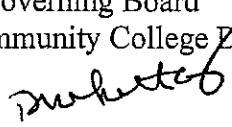
Sincerely,

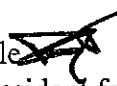
ITEM #22A

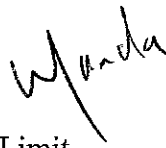
September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

INITIATED BY: Wayne Yanda, CPA 
Director of Finance

SUBJECT: Gann Appropriation Limit

RECOMMENDATION

Approve Resolution No. 1746 establishing the Gann Appropriation Limit for Fiscal Year 2011-12 per the Gann Limit Worksheet. This information will be carried forward on financial reports to the California Community College Chancellor's Office.

OVERVIEW

Pursuant to Article XIII-B of the California Constitution and Chapter 1205, Statutes of 1979, all community college districts are required to compute an annual appropriation limit. That appropriation limit is adjusted annually for changes in price index, population, and other applicable factors.

Government Code Section 7908(c) requires each community college district to report to the Chancellor's Office, California Community Colleges at least annually its appropriation limit, appropriations subject to limit, the amount of State aid appropriations, and subventions included within the proceeds of taxes of the district, and amounts excluded from the appropriations subject to limit.

FISCAL IMPACT/FUNDING SOURCE

This calculation determines the Fiscal Year 2011-12 appropriation limit per Article XIII-B, California Constitution is \$115,660,970.

WY:jr

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
900 OTAY LAKES ROAD
CHULA VISTA, CALIFORNIA 91910

RESOLUTION NO. 1746

IN THE MATTER OF MEETING THE LEGAL
REQUIREMENTS ADDED TO THE STATE
CONSTITUTION BY THE PASSAGE OF
PROPOSITION FOUR

On motion of Member Aguilar, seconded by Member Valladolid, to adopt the following resolution:

WHEREAS, on November 6, 1979, the people of California passed Proposition Four, a constitutional Amendment establishing appropriation limits for the State and local government units, and

WHEREAS, AB 198, SB 98, and AB 751 of 1989 revised Section 7900 of the Government Code and provided implementation language for this limitation, and

WHEREAS, Section 7908(C) of the Government Code states that the Governing Board shall annually by resolution establish its appropriation limit,

NOW THEREFORE BE IT RESOLVED that Southwestern Community College District establishes the **Gann Appropriation Limit for FY 2011-12 to be \$115,660,970** based on a computation formula provided by the Chancellor's Office for the California community colleges.

PASSED AND ADOPTED by the Governing Board of Southwestern Community College District this **14th day of September, 2011**, by the following vote to wit:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
SS
COUNTY OF SAN DIEGO

I, Denise Whittaker, Interim Secretary to the Governing Board of Southwestern Community College District, of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of the resolution duly adopted by said Governing Board at a regularly scheduled and conducted meeting held on said date.

Denise Whittaker, Interim Secretary to the Governing Board

NOTE:

- | | |
|--|---------------|
| • Gann Appropriation Limit for 2011-12 | \$115,660,970 |
| • 2011-12 Appropriation Subject to Limit | \$72,168,311 |
| • Net Surplus Gann Limit Capacity | \$43,492,659 |

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Enter GANN Appropriations Data Annual Budget and Financial Report (CCFS-311)

DISTRICT: SOUTHWESTERN

Budget Year: 2011-2012

I. 2011-2012 APPROPRIATIONS LIMIT

A. 2010-2011 Appropriations Limit		113,350,375
B. 2011-2012 Price factor:	1.0251	
C. Population factor:		
1. 2009-2010 Second Period Actual FTES	16074.00	
2. 2010-2011 Second Period Actual FTES	16000.00	
3. 2010-2011 Population change factor (C2/C1)	0.9954	
D. 2010-2011 Limit adjusted by inflation and population factors [A * B * C.3]		115,660,970
E. Adjustments to increase limit		
1. Transfers in of financial responsibility	0	
2. Temporary voter approved increases	0	
3. Total adjustments - increase		0
Sub-Total (D + E.3)		115,660,970
F. Adjustments to decrease limit		
1. Transfer out of financial responsibility	0	
2. Lapses of voter approved increases	0	
3. Total adjustments - decrease		0
2011-2012 Appropriations Limit (D + E.3 - F.3)		115,660,970

II. 2011-2012 APPROPRIATIONS SUBJECT TO LIMIT

A. State Aid (General Apportionment, Apprenticeship, Allowance, Basic Skills, and Partnership for Excellence)	55,114,626	
B. State Subventions (Home Owners Property Tax Relief, Timber Yield Tax, etc.)	0	
C. Local Property Taxes	17,827,605	
D. Estimated Excess Debt Service Taxes	0	
E. Estimated Parcel Taxes, Square Foot Taxes, etc	0	
F. Interest on Proceeds of Taxes	0	
G. Local Appropriations from Taxes for Unreimbursed State, Court, and Federal Mandates	773,920	
H. 2011-2012 Appropriations Subject to Limit (A + B + C + D + E + F - G)		72,168,311

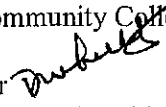
California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511
Send questions to Fiscal Services | CCFS311Admin@cccco.edu
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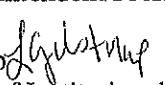
ITEM #22B



September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

SUBMITTED BY: Linda Gilstrap 
Dean, Office of Institutional Effectiveness

INITIATED BY: Gunnar Schalin, Program Director, Contracting Opportunities Center 
Victor Castillo, Director, Small Business Development and International Trade
Center 

SUBJECT: City of San Diego Board Resolution

RECOMMENDATION

Recommend Adoption of Resolution approving two applications for funding from the City of San Diego Small Business Enhancement Program for Fiscal Year 2012 in the amount of \$24,000 per grant application.

RATIONALE FOR RATIFICATION

The City of San Diego notified Southwestern College in August 2011 that Board Resolutions are required for the execution of the Fiscal Year 2012 contracts for the two grant applications listed below.

OVERVIEW

The City of San Diego has approved funding from the City of San Diego Small Business Enhancement Program for Fiscal Year 2012 for two Southwestern College grant applications. In order for the City of San Diego to execute contracts for these grant-funded programs they require Southwestern Community College District Governing Board Resolutions approving the following applications for funding. These applications were approved by the Governing Board on August 10, 2011 as follows:

City of San Diego, Small Business Enhancement Program, "San Diego Contracting Opportunities Center," in the amount of \$24,000, October 1, 2011 through September 30, 2012.

City of San Diego, Small Business Enhancement Program, "Small Business Development and International Trade Center," in the amount of \$24,000, October 1, 2011 through September 30, 2012.

FISCAL IMPACT/ACCOUNT

No cost to the District.

GS/VC:am

Southwestern Community College District
RESOLUTION No. 1744

Resolution of the Governing Board of Southwestern Community College District, approving the application for funding from the City of San Diego Small Business Enhancement Program for Fiscal Year 2012 in the amount of \$24,000 for the San Diego Contracting Opportunities Center.

WHEREAS, the City of San Diego's Small Business Enhancement Program (Council Policy 900-15) provides for the continued support to small businesses in recognition of their vital economic, employment, service, and cultural roles;

WHEREAS, Southwestern Community College District is a public institution of higher education within the State of California's community college system;

WHEREAS, the Governing Board has the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts;

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of Southwestern Community College District, hereby:

1. Approves entering into an agreement for the City's FY 2012 Small Business Enhancement Program in the amount of \$24,000;
2. Certifies that said organization understands and will comply with the guidelines, standards and procedures thereof;
3. Appoints Denise Whittaker as its designated representative to conduct all negotiations; execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and so on which may be necessary to operate the aforementioned institution;
4. Certifies that said organization understands the required insurance requirements;
5. Certifies support of the organizational goals and objectives as outlined in the agreement.

Adopted this _____ day of _____, 2011.

Tim Nader
Southwestern Community College District Governing Board President

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Southwestern Community College District
RESOLUTION No. 1745

Resolution of the Governing Board of Southwestern Community College District, approving the application for funding from the City of San Diego Small Business Enhancement Program for Fiscal Year 2012 in the amount of \$24,000 for the Small Business Development and International Trade Center.

WHEREAS, the City of San Diego's Small Business Enhancement Program (Council Policy 900-15) provides for the continued support to small businesses in recognition of their vital economic, employment, service, and cultural roles;

WHEREAS, Southwestern Community College District is a public institution of higher education within the State of California's community college system;

WHEREAS, the Governing Board has the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts;

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of Southwestern Community College District, hereby:

1. Approves entering into an agreement for the City's FY 2012 Small Business Enhancement Program in the amount of \$24,000;
2. Certifies that said organization understands and will comply with the guidelines, standards and procedures thereof;
3. Appoints Denise Whittaker as its designated representative to conduct all negotiations; execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and so on which may be necessary to operate the aforementioned institution;
4. Certifies that said organization understands the required insurance requirements;
5. Certifies support of the organizational goals and objectives as outlined in the agreement.

Adopted this _____ day of _____, 2011.

Tim Nader
Southwestern Community College District Governing Board President

ITEM #22C

**BEFORE THE GOVERNING BOARD OF THE
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
OF SAN DIEGO COUNTY, CALIFORNIA**

In the Matter of Initiating a Study of the
Election System for Governing Board
Elections

RESOLUTION NO. 1747

A Resolution by the Governing Board to
Initiate a Study of its Election System to
Address Alternatives to Comply with the
California Voting Rights Act.

RECITALS

1. The Governing Board of the Southwestern Community College District ("District") finds that it is necessary to review its current trustee election system in light of the California Voting Rights Act (hereinafter "Act") and desires to determine if any changes are required in the current system so as to comply with the Act; and
2. The Governing Board desires to direct the District Superintendent to lead a study to be presented to the Governing Board of any changes required to bring the District into compliance with the Act, including but not limited to adopting a by-trustee area election system, and the process and procedure for modifying its current election system; and
3. The Governing Board desires that the study and recommendations be completed in a timely manner to allow a change in election system for the November 2012 elections, if the District ultimately determines that adoption of a by-trustee area election system is appropriate; and
4. Data available from the 2010 Census will permit trustee areas to be drawn and implemented, if required, using the most up-to-date demographic data available, for the Board's 2012 Board elections.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. The Governing Board determines that it is in the best interest of the district to conduct a study to ensure compliance with the California and federal Voting Rights Acts.

3. The District Superintendent, or designee, is directed to notify the San Diego County Committee on School District Organization of its intent and hereby requests that the County Committee receive this Resolution and at its earliest opportunity provide to the District information regarding the County Committee's process for changing a district's election system;
4. The District Superintendent is vested with the power to (a) prepare a study of changes needed, if any, for the District to be in compliance with the Act, including but not limited to adopting a by-trustee area election system, (b) assess the District's risk by consulting with professional experts, (c) expend funds for that purpose up to \$7,500, (d) identify the process necessary to change the District's election system beginning with the November 2012 election.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular meeting held on September 14, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DATED: _____, 2011

President, Board of Trustees

CERTIFICATION

I, Denise Whittaker, Clerk to the Board of Trustees of the Southwestern Community College District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on September 14, 2011.

DATED: _____, 2011

Clerk, Board of Trustees
Southwestern Community College District

ITEM #23A1

PUBLIC RECORDS

Reference: *Government Code Sections 6250 et seq. (California Public Records Act)*

In enacting the Public Records Act, the California Legislature finds and declares that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state.

Members of the public shall have the right to access public records in the possession of the Southwestern Community College District which is a "local agency" as defined by Government Code Section 6252(a).

"Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

"Writing" means any handwriting, typewriting, printing, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

"Member of the public" means any natural person, corporation, partnership, limited liability company, firm, or association, elected member or officer of any federal, state or local agency.

The procedures for access to public documents, pursuant to the requirements of the California Public Records Act, are contained in District Procedure No. 3300.

ITEM #23A2

Delineation of Functions Agreements

Reference: California Education Code Sections 8535 and 8536

Whenever a mutual agreement with a school district or other educational entity relating to responsibility for noncredit continuing education programs is required by state law, the Superintendent/President shall present an appropriate memorandum of understanding to the Governing Board for approval.

ITEM #23B1



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES and EXPENSES
General Fund - Unrestricted
REPORT ENDING
June 30, 2011

June
2009-10/2010-11
General Fund - Unrestricted

	ADOPTED BUDGETS			REVISED BUDGETS			ACTUAL		
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	2010-11	Variance
Revenues									
Federal	\$ 85,112	\$ 381,925	\$ 296,813	\$ 85,112	\$ 381,925	\$ 296,813	\$ 188,035	\$ 424,928	\$ 236,893
State Revenues	\$ 52,183,929	\$ 54,890,006	\$ 2,706,077	\$ 52,183,929	\$ 54,991,619	\$ 2,807,690	\$ 56,512,044	\$ 58,124,028	\$ 1,611,984
Local Revenues	\$ 27,065,095	\$ 24,753,355	\$ (2,311,740)	\$ 27,070,090	\$ 24,763,295	\$ (2,306,795)	\$ 24,130,327	\$ 23,126,371	\$ (1,003,956)
Other Revenues	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 79,509,136	\$ 80,200,286	\$ 691,150	\$ 79,514,131	\$ 80,311,839	\$ 797,708	\$ 80,830,406	\$ 81,675,326	\$ 844,920
							% of Budget	% of Budget	
							2009-10	2010-11	
							221%	111%	
							108%	106%	
							89%	93%	
							0%	0%	
							102%	102%	
Expenses									
Academic Salaries	\$ 39,474,292	\$ 37,050,841	\$ (2,423,451)	\$ 39,725,348	\$ 37,313,052	\$ (2,412,297)	\$ 36,733,927	\$ 38,307,105	\$ 1,573,178
Classified and Other Nonacademic Salaries	\$ 18,008,653	\$ 18,936,587	\$ 927,934	\$ 18,032,693	\$ 19,016,771	\$ 984,078	\$ 17,689,475	\$ 18,072,322	\$ 382,847
Employee Benefits	\$ 13,474,060	\$ 13,518,741	\$ 44,681	\$ 13,049,041	\$ 13,470,022	\$ 420,981	\$ 12,524,655	\$ 13,558,658	\$ 1,034,003
Supplies and Materials	\$ 1,792,513	\$ 3,456,864	\$ 1,664,351	\$ 2,674,848	\$ 2,384,901	\$ (289,947)	\$ 2,335,304	\$ 1,776,575	\$ (558,729)
Other Operating Expenses and Services	\$ 9,434,801	\$ 8,169,150	\$ (1,265,651)	\$ 9,301,073	\$ 9,794,656	\$ 493,583	\$ 8,294,872	\$ 7,533,090	\$ (761,782)
Capital Outlay	\$ 1,051,802	\$ 1,177,036	\$ 125,234	\$ 1,274,572	\$ 894,727	\$ (379,846)	\$ 2,100,761	\$ 336,753	\$ (1,764,008)
Other Outgo	\$ 1,607,365	\$ 1,075,589	\$ (531,776)	\$ 790,905	\$ 622,234	\$ (168,672)	\$ 1,097,932	\$ 310,527	\$ (787,405)
Total Expenses	\$ 84,843,486	\$ 83,384,808	\$ (1,458,678)	\$ 84,848,481	\$ 83,496,362	\$ (1,352,120)	\$ 80,776,926	\$ 79,895,029	\$ (881,897)
							95%	96%	
Change in Fund Balance	\$ (5,334,350)	\$ (3,184,522)	\$ 2,149,828	\$ (5,334,350)	\$ (3,184,522)	\$ 2,149,828	\$ 53,480	\$ 1,780,297	\$ 1,726,817



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES and EXPENSES
General Fund - Restricted
REPORT ENDING
June 30, 2011

June
2009-10/2010-11
General Fund - Restricted

	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL				
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	% of Budget	2010-11	% of Budget	Variance
Revenues											
Federal	\$ 3,382,875	\$ 3,549,662	\$ 166,787	\$ 6,579,799	\$ 6,831,184	\$ 251,385	\$ 4,757,026	141%	\$ 3,964,178	112%	\$ (792,848)
State Revenues	\$ 7,242,138	\$ 4,121,252	\$ (3,120,886)	\$ 8,148,880	\$ 6,075,656	\$ (2,073,224)	\$ 7,025,519	97%	\$ 5,863,211	142%	\$ (1,162,309)
Local Revenues	\$ 2,727,711	\$ 2,408,927	\$ (318,784)	\$ 4,185,103	\$ 4,545,689	\$ 360,586	\$ 3,199,240	117%	\$ 3,276,573	136%	\$ 77,333
Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -
Total Revenues	\$ 13,352,724	\$ 10,079,841	\$ (3,272,883)	\$ 18,913,782	\$ 17,452,529	\$ (1,461,253)	\$ 14,981,786	112%	\$ 13,103,962	130%	\$ (1,877,824)
Expenses											
Academic Salaries	\$ 3,282,993	2,201,556	\$ (1,081,437)	\$ 4,216,471	\$ 2,841,169	\$ (1,375,302)	\$ 3,641,857	111%	\$ 2,662,447	121%	\$ (979,410)
Classified and Other Nonacademic Salaries	\$ 4,457,276	4,174,553	\$ (282,723)	\$ 6,725,333	\$ 6,947,381	\$ 222,048	\$ 5,526,089	124%	\$ 5,530,411	132%	\$ 4,321
Employee Benefits	\$ 1,374,110	1,057,215	\$ (316,895)	\$ 2,050,312	\$ 2,085,317	\$ 35,005	\$ 1,826,589	133%	\$ 1,791,479	169%	\$ (35,110)
Supplies and Materials	\$ 777,578	600,226	\$ (177,352)	\$ 1,850,124	\$ 1,430,284	\$ (419,840)	\$ 1,306,084	168%	\$ 946,023	158%	\$ (360,060)
Other Operating Expenses and Services	\$ 2,463,974	1,223,096	\$ (1,240,878)	\$ 2,696,753	\$ 3,052,772	\$ 356,019	\$ 1,810,238	73%	\$ 1,404,256	115%	\$ (405,982)
Capital Outlay	\$ 370,483	269,908	\$ (100,576)	\$ 573,316	\$ 349,718	\$ (223,599)	\$ 487,451	132%	\$ 200,713	74%	\$ (286,738)
Other Outgo	\$ 626,310	553,289	\$ (73,021)	\$ 801,473	\$ 745,888	\$ (55,585)	\$ 688,561	110%	\$ 702,154	127%	\$ 13,593
Total Expenses	\$ 13,352,724	\$ 10,079,841	\$ (3,272,883)	\$ 18,913,782	\$ 17,452,529	\$ (1,461,253)	\$ 15,286,870	114%	\$ 13,237,484	131%	\$ (2,049,386)
Change in Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (305,084)		\$ (133,522)		\$ 171,562



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES
General Fund - Unrestricted/Restricted (Combined)
Report Ending
June 30, 2011

June
2009-10/2010-11
General Fund - Combined

	ADOPTED BUDGETS			REVISED BUDGETS			ACTUAL				
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	% of Budget	2010-11	% of Budget	Variance
Revenues											
Federal	\$ 3,467,987	\$ 3,931,587	\$ 463,600	\$ 6,664,911	\$ 7,213,109	\$ 548,198	\$ 4,945,062	143%	\$ 4,389,106	112%	\$ (555,955)
State Revenues	\$ 59,426,067	\$ 59,011,258	\$ (414,809)	\$ 60,332,809	\$ 61,067,275	\$ 734,466	\$ 63,537,563	107%	\$ 63,987,238	108%	\$ 449,675
Local Revenues	\$ 29,792,806	\$ 27,162,282	\$ (2,630,524)	\$ 31,255,193	\$ 29,308,984	\$ (1,946,209)	\$ 27,329,567	92%	\$ 26,402,944	97%	\$ (926,624)
Other Revenues	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ -	\$ -	0%	\$ -	0%	\$ -
Total Revenues	\$ 92,861,860	\$ 90,280,127	\$ (2,581,733)	\$ 98,427,913	\$ 97,764,368	\$ (663,545)	\$ 95,812,192		\$ 94,779,288		\$ (1,032,904)
Expenses											
Academic Salaries	\$ 42,765,275	\$ 39,252,397	\$ (3,512,878)	\$ 43,941,820	\$ 40,154,221	\$ (3,787,599)	\$ 40,375,784	94%	\$ 40,969,552	104%	\$ 593,768
Classified and Other Nonacademic Salaries	\$ 22,399,437	\$ 23,111,140	\$ 711,703	\$ 24,758,026	\$ 25,964,152	\$ 1,206,126	\$ 23,215,565	104%	\$ 23,602,733	102%	\$ 387,168
Employee Benefits	\$ 14,348,170	\$ 14,575,956	\$ 227,786	\$ 15,099,353	\$ 15,555,339	\$ 455,986	\$ 14,351,244	100%	\$ 15,350,137	105%	\$ 998,893
Supplies and Materials	\$ 2,569,981	\$ 2,512,948	\$ (57,033)	\$ 4,524,972	\$ 3,815,184	\$ (709,788)	\$ 3,641,387	142%	\$ 2,722,599	108%	\$ (918,788)
Other Operating Expenses and Services	\$ 11,887,609	\$ 10,936,388	\$ (951,221)	\$ 11,997,826	\$ 12,847,428	\$ 849,602	\$ 10,105,110	85%	\$ 8,937,346	82%	\$ (1,167,764)
Capital Outlay	\$ 1,493,063	\$ 1,446,944	\$ (46,120)	\$ 1,847,888	\$ 1,244,444	\$ (603,444)	\$ 2,588,212	173%	\$ 537,466	37%	\$ (2,050,746)
Other Outgo	\$ 2,732,675	\$ 1,628,878	\$ (1,103,797)	\$ 1,592,378	\$ 1,368,121	\$ (224,257)	\$ 1,786,494	65%	\$ 879,159	54%	\$ (907,335)
Total Expenses	\$ 98,196,210	\$ 93,464,649	\$ (4,731,561)	\$ 103,762,263	\$ 100,948,891	\$ (2,813,373)	\$ 96,063,795		\$ 92,998,991		\$ (3,064,804)
Change in Fund Balance	\$ (5,334,350)	\$ (3,184,522)	\$ 2,149,828	\$ (5,334,350)	\$ (3,184,522)	\$ 2,149,828	\$ (251,604)		\$ 1,780,297		\$ 2,031,901



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
June 30, 2011

June
2009-10/2010-11

General Fund - Combined Revenues

Federal Revenues	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL		
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	2010-11	Variance
National Science Foundation	\$ -	\$ 420,076	\$ 420,076	\$ 704,755	\$ 460,566	\$ (244,189)	\$ 414,784	\$ 304,303	\$ (110,481)
Vet Ed Outreach Program	\$ 466,830	\$ 479,463	\$ 12,633	\$ 436,856	\$ 479,463	\$ 42,607	\$ 326,750	\$ 365,847	\$ 39,097
Workforce	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Military Personnel Development	\$ -	\$ -	\$ -	\$ 1,650	\$ -	\$ (1,650)	\$ 1,650	\$ 3,100	\$ 1,450
Federal Student Financial Aid	\$ 60,112	\$ -	\$ (60,112)	\$ 60,112	\$ -	\$ (60,112)	\$ -	\$ -	\$ -
FWS Admin Allowance	\$ -	\$ 22,723	\$ 22,723	\$ -	\$ 22,723	\$ 22,723	\$ 22,723	\$ 21,424	\$ (1,299)
Admin Alice-PELL	\$ -	\$ 21,795	\$ 21,795	\$ -	\$ 21,795	\$ 21,795	\$ 21,795	\$ 23,420	\$ 1,625
SEOG Admin Allowance	\$ -	\$ 13,367	\$ 13,367	\$ -	\$ 13,367	\$ 13,367	\$ 13,367	\$ 13,376	\$ 9
Veterans Services	\$ -	\$ -	\$ -	\$ 7,360	\$ 7,360	\$ -	\$ 7,360	\$ (6,914)	\$ (14,274)
VTEA/Career Tech Education	\$ 1,542,379	\$ 1,178,727	\$ (363,652)	\$ 1,627,280	\$ 1,248,435	\$ (378,845)	\$ 1,567,541	\$ 1,243,096	\$ (324,445)
ARRA Federal Funds	\$ -	\$ 127,957	\$ 127,957	\$ 465,606	\$ 192,625	\$ (272,981)	\$ 435,554	\$ 222,709	\$ (212,845)
Other Federal Revenue	\$ 1,398,666	\$ 1,667,480	\$ 268,814	\$ 3,361,292	\$ 4,766,775	\$ 1,405,483	\$ 2,133,537	\$ 2,198,745	\$ 65,208
Total Federal Revenues	\$ 3,467,987	\$ 3,931,587	\$ 463,600	\$ 6,664,911	\$ 7,213,109	\$ 548,198	\$ 4,945,062	\$ 4,389,106	\$ (555,955)

State Revenues	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL		
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	2010-11	Variance
SB1133 SETTLEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PTAX BACKFILLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Two Percent Bogg	\$ 77,550	\$ 77,550	\$ -	\$ 77,550	\$ 77,550	\$ -	\$ 82,429	\$ 104,539	\$ 22,110
STATE CAREER TECH EDU	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,000)	\$ -	\$ 100,000
Return to Title IV	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Growth Apportionment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State General Apportionment	\$ 341,166	\$ 268,224	\$ (72,942)	\$ 203,347	\$ 237,503	\$ 34,156	\$ 185,979	\$ 235,393	\$ 49,414
Principal State Apportionment	\$ 49,799,916	\$ 52,614,514	\$ 2,814,598	\$ 49,799,916	\$ 52,614,514	\$ 2,814,598	\$ 52,521,754	\$ 55,114,626	\$ 2,592,872
Prior Year Gen. Appor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,642,746	\$ 22,693	\$ (1,620,053)
Basic Skills Growth	\$ 1,575,346	\$ 50,000	\$ (1,525,346)	\$ 1,705,430	\$ 929,584	\$ (775,846)	\$ 1,408,357	\$ 837,789	\$ (570,568)
S.B 98 One Time Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9)	\$ -	\$ 9
PT Faculty Parity	\$ 276,667	\$ 201,191	\$ (75,476)	\$ 276,667	\$ 201,191	\$ (75,476)	\$ 331,191	\$ 336,650	\$ 5,459
Categorical Apportionment	\$ 445,909	\$ 210,661	\$ (235,248)	\$ 930,201	\$ 673,825	\$ (256,376)	\$ 731,384	\$ 469,562	\$ (261,822)
EOFS/CARE	\$ 185,458	\$ -	\$ (185,458)	\$ 145,180	\$ 28,048	\$ (117,132)	\$ 117,114	\$ 140,695	\$ 23,582
Ext. Optt. Pgms/SVC	\$ 1,823,962	\$ 1,309,504	\$ (514,458)	\$ 1,727,851	\$ 1,579,890	\$ (147,961)	\$ 1,647,075	\$ 1,467,225	\$ (179,850)
Phy Hand Exces Cost	\$ 1,445,708	\$ 898,293	\$ (547,415)	\$ 1,314,743	\$ 856,835	\$ (457,908)	\$ 946,535	\$ 856,122	\$ (90,412)
District Match	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ 177,346	\$ 177,346	\$ -	\$ -	\$ -
Other Categorical Apportionment	\$ 596,762	\$ 627,553	\$ 30,791	\$ 998,711	\$ 838,500	\$ (160,211)	\$ 845,568	\$ 778,475	\$ (67,093)



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
June 30, 2011

June
2009-10/2010-11

General Fund - Combined Revenues

	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL		
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	2010-11	% of Budget
Matriculation	\$ 741,755	\$ 711,969	\$ (29,786)	\$ 743,327	\$ 599,160	\$ (144,167)	\$ 726,102	\$ 544,235	76%
AB 1725 Affirm Actn	\$ 15,049	\$ 15,049	\$ -	\$ 15,049	\$ 45,128	\$ 30,079	\$ 1,428	\$ -	0%
State Grant	\$ -	\$ -	\$ -	\$ 33,500	\$ 50,779	\$ 17,279	\$ (10,727)	\$ 55,044	0%
Energy Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Tax Relief Subvent	\$ 245,582	\$ 196,751	\$ (48,831)	\$ 245,582	\$ 196,751	\$ (48,831)	\$ 198,193	\$ 193,947	99%
Lottery Proceeds	\$ 1,784,214	\$ 1,800,000	\$ 15,786	\$ 1,909,524	\$ 1,901,231	\$ (8,293)	\$ 2,119,069	\$ 1,818,119	101%
PV Lottery Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,065	\$ 52,175	0%
State-Mandated Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2710,980	0%
Slate Apportionment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,945	\$ 9,105	0%
Trailer License Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,740	\$ 2,337	0%
Other State Revenues	\$ 71,023	\$ -	\$ (71,023)	\$ 206,232	\$ 59,440	\$ (146,792)	\$ 110,626	\$ 235,739	0%
Total State Revenues	\$ 59,426,067	\$ 59,011,258	\$ (414,809)	\$ 60,332,810	\$ 61,067,275	\$ 734,465	\$ 63,537,563	\$ 63,987,238	\$ 447,888

Local Revenues	Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Restitution Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245	\$ 110	0%
Secured Roll Taxes	\$ 18,740,151	\$ 17,634,009	\$ (1,106,142)	\$ 18,740,151	\$ 17,634,009	\$ (1,106,142)	\$ 17,442,667	\$ 16,188,636	92%
Unsecured Roll Taxes	\$ 320,534	\$ 176,281	\$ (144,253)	\$ 320,534	\$ 176,281	\$ (144,253)	\$ 174,952	\$ 211,642	120%
Prior Year Taxes	\$ 729,309	\$ 725,682	\$ (3,627)	\$ 729,309	\$ 725,682	\$ (3,627)	\$ 717,468	\$ 667,868	92%
2% Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,184	\$ 354,536	0%
Property Tax Backfill	\$ -	\$ 56,634	\$ 56,634	\$ -	\$ 56,634	\$ 56,634	\$ (4,069)	\$ 1,366	2%
Donations	\$ -	\$ 4,205	\$ 4,205	\$ 12,454	\$ 17,529	\$ 5,075	\$ 8,150	\$ 9,645	229%
Grants	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	0%
Foundation Grant	\$ -	\$ -	\$ -	\$ 41,526	\$ 72,025	\$ 30,499	\$ 97,315	\$ 66,221	0%
GF : Student Lost/Overaged Checks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,198)	\$ (440)	0%
GF : Overage Warrants/Payroll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,635)	\$ -	0%
ROP Contract	\$ 298,167	\$ -	\$ (298,167)	\$ 303,667	\$ 202,343	\$ (101,324)	\$ 220,822	\$ 148,212	0%
Local Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,401	0%
Individual Service Contracts	\$ 123,558	\$ -	\$ (123,558)	\$ 356,502	\$ 467,182	\$ 110,680	\$ 271,761	\$ 334,304	0%
Sales	\$ -	\$ -	\$ -	\$ 52,594	\$ 20,796	\$ (31,798)	\$ 44,712	\$ 17,256	0%
Sales of Publications	\$ 10,000	\$ 10,000	\$ -	\$ 13,495	\$ 13,810	\$ 315	\$ 14,755	\$ 3,810	38%
Cash Over	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,060	\$ 559	0%
CDC Rental	\$ 95,000	\$ 75,000	\$ (20,000)	\$ 95,000	\$ 75,000	\$ (20,000)	\$ 75,560	\$ 67,008	89%
Game Room Income	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 14,630	\$ 4,630	\$ 8,621	\$ 9,212	92%



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
June 30, 2011

June
2009-10/2010-11

General Fund - Combined Revenues

	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL		
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	2010-11	Variance
Facility Use Fee	\$ 265,557	\$ 100,000	\$ (165,557)	\$ 288,557	\$ 205,557	\$ (83,000)	\$ 241,282	\$ 203,467	\$ (37,815)
Interest Earned	\$ 375,000	\$ 150,000	\$ (225,000)	\$ 375,000	\$ 150,000	\$ (225,000)	\$ 208,314	\$ 108,290	\$ (100,024)
Community Services	\$ -	\$ 87,383	\$ 87,383	\$ 135,812	\$ 74,166	\$ (61,646)	\$ 82,798	\$ 71,309	\$ (11,489)
Enrollment Fees	\$ 5,199,508	\$ 4,912,749	\$ (286,759)	\$ 5,199,508	\$ 4,912,749	\$ (286,759)	\$ 4,413,014	\$ 3,710,641	\$ (702,373)
Health Fee	\$ 631,158	\$ 690,616	\$ 59,458	\$ 641,158	\$ 690,616	\$ 49,458	\$ 587,273	\$ 579,908	\$ (7,365)
Other Student Fees	\$ 60,000	\$ 60,000	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ 64,715	\$ 62,878	\$ (1,837)
Tuition Fee	\$ 980,000	\$ 600,000	\$ (380,000)	\$ 980,000	\$ 600,000	\$ (380,000)	\$ 624,231	\$ 1,068,763	\$ 444,533
Parking Services Fee	\$ 800,000	\$ 1,000,000	\$ 200,000	\$ 800,000	\$ 1,000,000	\$ 200,000	\$ 950,096	\$ 818,702	\$ (131,394)
Credit By Exam	\$ 2,500	\$ 3,000	\$ 500	\$ 11,512	\$ 5,122	\$ (6,390)	\$ 8,282	\$ 3,152	\$ (5,130)
Course Audit	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ 2,000	\$ 17,085	\$ 18,416	\$ 1,331
Local Revenue Misc.	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 215,410	\$ 215,410
Fines and Collection Charges	\$ 200,000	\$ 214,125	\$ 14,125	\$ 361,484	\$ 254,637	\$ (106,847)	\$ 115,390	\$ 115,790	\$ 400
Cobra	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426	\$ 57	\$ (369)
Misdisplay Permit Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598	\$ 1,149	\$ 551
Local Miscellaneous Income	\$ 942,364	\$ 640,598	\$ (301,766)	\$ 1,716,931	\$ 1,853,217	\$ 136,286	\$ 932,692	\$ 1,298,668	\$ 365,976
Transfer In Staff Parking	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ -
Total Local Revenues	\$ 29,792,806	\$ 27,162,282	\$ (2,630,524)	\$ 31,255,194	\$ 29,308,984	\$ (1,946,210)	\$ 27,329,567	\$ 26,402,944	\$ (936,623)
Other Revenues									
(Transfers In)									
Transfer In - Bookstore	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Suspense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Revenues	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 92,861,860	\$ 90,280,127	\$ (2,581,733)	\$ 98,427,915	\$ 97,764,368	\$ (663,547)	\$ 95,812,192	\$ 94,779,288	\$ (1,032,904)



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF EXPENSES
General Fund - Unrestricted/Restricted (Combined)
REPORT ENDING
June 30, 2011

June
2009-10/2010-11
General Fund - Combined Expenses

Expenses	ADOPTED BUDGETS			REVISED BUDGETS			% of Budget			% of Budget		
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	Budget	2010-11	Budget	Variance	
Academic Salaries - Contract	\$ 19,388,000	\$ 18,333,679	\$ (1,054,321)	\$ 19,412,383	\$ 18,631,970	\$ (780,413)	\$ 18,609,870	96%	\$ 18,227,696	99%	\$ (382,174)	
Academic/Non Instructional Contract Salaries	\$ 7,669,746	\$ 7,037,349	\$ (632,397)	\$ 7,792,775	\$ 7,262,654	\$ (530,121)	\$ 7,166,463	93%	\$ 7,205,630	102%	\$ 39,167	
Academic Salaries - Hourly	\$ 14,342,288	\$ 12,604,969	\$ (1,737,319)	\$ 14,883,546	\$ 12,698,074	\$ (2,185,472)	\$ 12,743,629	89%	\$ 13,728,110	109%	\$ 984,482	
Academic/Non Inst Salaries - Hourly	\$ 1,365,241	\$ 1,276,400	\$ (88,841)	\$ 1,853,116	\$ 1,561,523	\$ (291,593)	\$ 1,855,822	136%	\$ 1,808,115	142%	\$ (47,707)	
Classified Salaries -Contract	\$ 19,530,419	\$ 20,270,095	\$ 739,676	\$ 20,764,299	\$ 21,650,338	\$ 886,039	\$ 18,685,262	96%	\$ 20,081,960	99%	\$ 1,396,698	
Classified Non-Instructional Hourly	\$ 2,004,445	\$ 2,032,685	\$ 28,240	\$ 2,900,911	\$ 3,237,133	\$ 336,222	\$ 2,569,140	128%	\$ 2,673,016	132%	\$ 103,876	
Classified Instructional Hourly	\$ 864,573	\$ 808,360	\$ (56,213)	\$ 1,092,816	\$ 1,076,680	\$ (16,136)	\$ 961,162	111%	\$ 847,756	105%	\$ (113,406)	
Employee Benefits	\$ 14,348,170	\$ 14,575,956	\$ 227,786	\$ 15,099,353	\$ 15,555,339	\$ 455,986	\$ 14,351,244	100%	\$ 15,350,137	105%	\$ 998,893	
Text Books	\$ 23,070	\$ 24,570	\$ 1,500	\$ 27,290	\$ 23,282	\$ (4,008)	\$ 22,879	95%	\$ 21,048	86%	\$ (1,830)	
Books or Manuals	\$ 76,424	\$ 62,172	\$ (14,252)	\$ 42,583	\$ 74,309	\$ 31,726	\$ 37,028	48%	\$ 39,222	63%	\$ 2,195	
Supplies and Materials	\$ 1,414,616	\$ 1,442,038	\$ 27,422	\$ 1,637,629	\$ 1,661,798	\$ 24,169	\$ 1,240,095	88%	\$ 1,228,818	85%	\$ (11,278)	
Miscellaneous Operating Expenses	\$ 399,628	\$ 285,287	\$ (114,341)	\$ 1,834,663	\$ 1,013,621	\$ (821,043)	\$ 1,689,595	423%	\$ 832,318	292%	\$ (857,277)	
Printing & Other	\$ 502,712	\$ 561,420	\$ 58,708	\$ 618,027	\$ 739,497	\$ 121,470	\$ 396,332	79%	\$ 405,311	72%	\$ 8,979	
Merchant Write-Offs	\$ 43,559	\$ 26,559	\$ (17,000)	\$ 28,919	\$ 23,488	\$ (5,431)	\$ 20,970	46%	\$ 12,148	46%	\$ (8,822)	
Supplies	\$ 109,972	\$ 110,901	\$ 929	\$ 335,862	\$ 279,191	\$ (56,671)	\$ 234,488	213%	\$ 183,733	166%	\$ (50,755)	
Contract Services	\$ 1,706,401	\$ 2,005,903	\$ 299,502	\$ 2,796,102	\$ 3,534,159	\$ 738,057	\$ 2,042,978	120%	\$ 1,759,558	88%	\$ (283,420)	
Classified Travel	\$ 613,849	\$ 719,762	\$ 105,913	\$ 789,443	\$ 922,741	\$ 133,298	\$ 479,817	78%	\$ 510,042	71%	\$ 30,225	
Dues Memberships	\$ 145,445	\$ 147,319	\$ 1,874	\$ 160,077	\$ 181,103	\$ 21,026	\$ 115,551	79%	\$ 130,587	89%	\$ 15,036	
Insurance	\$ 926,831	\$ 936,831	\$ 10,000	\$ 919,021	\$ 1,014,631	\$ 95,610	\$ 853,676	92%	\$ 975,905	104%	\$ 122,229	



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF EXPENSES
General Fund - Unrestricted/Restricted (Combined)
REPORT ENDING
June 30, 2011

June
2009-10/2010-11

General Fund - Combined Expenses

Expenses	ADOPTED BUDGETS			REVISED BUDGETS			ACTUAL		
	2009-10	2010-11	Variance	2009-10	2010-11	Variance	2009-10	2010-11	Variance
Phone Costs/Utilities	\$ 3,096,415	\$ 2,780,014	\$ (316,401)	\$ 3,106,674	\$ 2,750,811	\$ (355,863)	\$ 2,964,499	\$ 2,339,988	\$ (624,511)
Maintenance Contracts	\$ 3,004,091	\$ 3,138,832	\$ 134,741	\$ 3,204,998	\$ 3,192,692	\$ (12,306)	\$ 3,037,342	\$ 2,434,095	\$ (603,247)
Employee Adds/Litigation	\$ 551,249	\$ 527,249	\$ (24,000)	\$ 533,749	\$ 705,688	\$ 171,939	\$ 387,910	\$ 604,292	\$ 216,382
Postage	\$ 1,986,813	\$ 578,093	\$ (1,408,720)	\$ 489,800	\$ 318,904	\$ (170,896)	\$ 263,162	\$ 184,596	\$ (78,567)
Other Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect and Other	\$ (143,485)	\$ 102,386	\$ 245,871	\$ (2,037)	\$ 226,699	\$ 228,736	\$ (39,824)	\$ (1,717)	\$ 38,108
Sites and Site Improvement	\$ 55,130	\$ 55,130	\$ -	\$ 60,130	\$ 64,130	\$ 4,000	\$ 41,891	\$ 19,080	\$ (22,811)
Buildings	\$ 92,841	\$ 92,841	\$ -	\$ 94,116	\$ 92,841	\$ (1,275)	\$ 72,374	\$ 59,351	\$ (13,024)
Books & Book Abatement	\$ 121,117	\$ 74,997	\$ (46,120)	\$ 76,679	\$ 75,172	\$ (1,507)	\$ 76,341	\$ 72,951	\$ (3,389)
Equipment	\$ 1,223,975	\$ 1,223,976	\$ 1	\$ 1,616,964	\$ 1,012,301	\$ (604,663)	\$ 2,397,606	\$ 386,084	\$ (2,011,522)
Debt Retirement	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ 100,000	\$ 224,993	\$ (199,953)	\$ (424,947)
Interfund Transfers	\$ 195,000	\$ 216,000	\$ 21,000	\$ 495,000	\$ 216,000	\$ (279,000)	\$ 824,004	\$ 331,842	\$ (492,162)
Student Financial Aid	\$ 1,063	\$ 10,063	\$ 9,000	\$ 2,363	\$ 10,063	\$ 7,700	\$ 18,012	\$ 11,697	\$ (6,315)
Other Payments to Students	\$ 701,248	\$ 553,226	\$ (148,022)	\$ 856,410	\$ 810,667	\$ (45,743)	\$ 719,469	\$ 735,573	\$ 16,104
Golden Handshake	\$ 1,835,365	\$ 749,589	\$ (1,085,776)	\$ 238,605	\$ 231,391	\$ (7,214)	\$ 15	\$ -	\$ (15)
TOTAL EXPENSES	\$ 98,196,211	\$ 93,464,649	\$ (4,731,562)	\$ 103,762,266	\$ 100,949,890	\$ (2,812,376)	\$ 95,063,795	\$ 92,998,991	\$ (2,064,804)

ITEM #23B2

SWC

Southwestern Community College District
General Fund Cash Analysis
For Period Ending June 30, 2013

	July	August	September	October	November	December	January	February	March	April	May	June
Beginning Cash	\$ 6,113,097	\$ 10,547,790	\$ 6,142,245	\$ (715,675)	\$ 14,754,431	\$ 12,607,795	\$ 14,932,955	\$ 11,290,729	\$ 11,597,203	\$ 6,011,199	\$ 7,107,809	\$ 5,766,623
Deposits	\$ 12,819,783	\$ 4,479,576	\$ 2,119,801	\$ 24,442,798	\$ 6,692,650	\$ 11,740,301	\$ 5,282,808	\$ 8,739,403	\$ 2,801,501	\$ 9,782,466	\$ 7,078,667	\$ 5,839,024
Cash Available	\$ 18,932,880	\$ 15,027,366	\$ 8,262,046	\$ 23,727,123	\$ 21,447,081	\$ 24,348,096	\$ 20,215,763	\$ 20,030,132	\$ 14,398,704	\$ 15,793,665	\$ 14,186,475	\$ 11,605,647
Expenditures	\$ (8,385,090)	\$ (8,885,121)	\$ (8,977,721)	\$ (8,972,692)	\$ (8,839,285)	\$ (9,415,141)	\$ (8,925,034)	\$ (8,432,929)	\$ (8,387,504)	\$ (8,685,857)	\$ (8,419,853)	\$ (6,824,794)
Subtotal	\$ 10,547,790	\$ 6,142,245	\$ (715,675)	\$ 14,754,431	\$ 12,607,795	\$ 14,932,955	\$ 11,290,729	\$ 11,597,203	\$ 6,011,199	\$ 7,107,809	\$ 5,766,623	\$ 4,780,853
Board Reserve	\$ 5,641,792	\$ 5,641,792	\$ 5,641,792	\$ 5,641,792	\$ 5,642,525	\$ 6,542,525	\$ 6,542,525	\$ 6,542,525	\$ 6,542,525	\$ 6,542,525	\$ 6,542,525	\$ 6,542,525
Month Ending Balance	\$ 16,189,582	\$ 11,784,038	\$ 4,926,117	\$ 20,396,223	\$ 19,150,320	\$ 21,475,480	\$ 17,833,254	\$ 18,139,728	\$ 12,553,724	\$ 13,650,334	\$ 12,309,148	\$ 11,323,378

Cash Flow

Cash flow refers to the inflows of cash received and spent by a business or organization during a defined period of time. This usually is based on monthly, quarterly or annual data. Cash Received (Deposits) are the source of income and Cash Outlay (Expenditures) are the resources used for operating expenses.

ITEM #23B3



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES and EXPENSES
General Fund - Unrestricted
REPORT ENDING
July 31, 2011

July
2010-11/2011-12
General Fund - Unrestricted

	ADOPTED BUDGET			REVENUE BUDGET			YTD ACTUAL				
	2010-11	2011-12	Variance	2010-11	2011-12	Variance	2010-11	% of Budget	2011-12 Budget	% of Budget	Variance
Revenues											
Federal	\$ 381,925	\$ -	\$ (381,925)	\$ 285,112	\$ 360,500	\$ 75,388	\$ 125,989	33%	\$ 113,051	31%	\$ (12,938)
State Revenues	\$ 54,890,006	\$ -	\$ (54,890,006)	\$ 55,045,588	\$ 50,465,000	\$ (4,580,588)	\$ -	0%	\$ 827,933	2%	\$ 827,933
Local Revenues	\$ 24,753,355	\$ -	\$ (24,753,355)	\$ 25,550,261	\$ 24,983,804	\$ (566,457)	\$ 2,465,196	10%	\$ 3,332,100	13%	\$ 866,905
Other Revenues	\$ 175,000	\$ -	\$ (175,000)	\$ 175,000	\$ -	\$ (175,000)	\$ 201,213	115%	\$ 243,699	0%	\$ 42,486
Total Revenues	\$ 80,200,286	\$ -	\$ (80,200,286)	\$ 81,055,961	\$ 75,809,304	\$ (5,246,657)	\$ 2,792,398	3%	\$ 4,516,784	6%	\$ 1,724,386
Expenses											
Academic Salaries	\$ 37,050,841	\$ -	\$ (37,050,841)	\$ 37,998,661	\$ 36,804,729	\$ (1,193,932)	\$ 612,561	2%	\$ 537,455	1%	\$ (75,106)
Classified and Other Nonacademic Salaries	\$ 18,936,587	\$ -	\$ (18,936,587)	\$ 18,884,020	\$ 18,214,119	\$ (669,901)	\$ 1,446,732	8%	\$ 1,290,352	7%	\$ (156,381)
Employee Benefits	\$ 13,518,741	\$ -	\$ (13,518,741)	\$ 13,366,291	\$ 12,297,798	\$ (1,068,494)	\$ 555,670	4%	\$ 930,840	8%	\$ 375,170
Supplies and Materials	\$ 3,456,864	\$ -	\$ (3,456,864)	\$ 1,799,467	\$ 2,237,754	\$ 438,287	\$ 122,918	4%	\$ 242,872	11%	\$ 119,954
Other Operating Expenses and Services	\$ 8,169,150	\$ -	\$ (8,169,150)	\$ 9,773,827	\$ 9,438,846	\$ (334,981)	\$ 3,034,804	37%	\$ 2,412,910	26%	\$ (621,894)
Capital Outlay	\$ 1,177,036	\$ -	\$ (1,177,036)	\$ 1,107,036	\$ 476,666	\$ (630,370)	\$ 24,253	2%	\$ 23,909	5%	\$ (344)
Other Outgo	\$ 1,075,589	\$ -	\$ (1,075,589)	\$ 1,366,707	\$ 339,392	\$ (1,027,315)	\$ (1,705)	0%	\$ 619	0%	\$ 2,324
Total Expenses	\$ 83,394,808	\$ -	\$ (83,394,808)	\$ 84,296,010	\$ 79,809,304	\$ (4,486,706)	\$ 5,795,232	7%	\$ 5,438,956	7%	\$ (356,276)
Change in Fund Balance	\$ (3,184,522)	\$ -	\$ 3,184,522	\$ (3,240,049)	\$ (4,000,000)	\$ (759,951)					



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES
General Fund - Restricted
REPORT ENDING
July 31, 2011

July
2010-11/2011-12
General Fund - Restricted

	ADOPTED BUDGET			TENTATIVE BUDGET			YTD ACTUAL		
	2010-11	2011-12	Variance	2010-11	2011-12	Variance	2010-11	% of Budget	2011-12 Budget
Revenues									
Federal	\$ 3,549,662	\$ -	\$ (3,549,662)	\$ 2,402,397	\$ 4,408,619	\$ 2,006,221	\$ 8,119	0%	\$ 559,016
State Revenues	\$ 4,121,252	\$ -	\$ (4,121,252)	\$ 3,879,919	\$ 5,192,527	\$ 1,312,608	\$ 13,050	0%	\$ 1,765,796
Local Revenues	\$ 2,408,927	\$ -	\$ (2,408,927)	\$ 2,025,085	\$ 2,747,722	\$ 722,637	\$ 500,238	21%	\$ 2,121,760
Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (77,282)	0%	\$ (230,724)
Total Revenues	\$ 10,079,841	\$ -	\$ (10,079,841)	\$ 8,307,401	\$ 12,348,868	\$ 4,041,466	\$ 444,125	4%	\$ 4,215,849
									\$ 3,771,724
Expenses									
Academic Salaries	\$ 2,201,556	\$ -	\$ (2,201,556)	\$ 1,569,849	\$ 2,237,743	\$ 667,894	\$ 205,018	9%	\$ 136,724
Classified and Other Nonacademic Salaries	\$ 4,174,553	\$ -	\$ (4,174,553)	\$ 3,616,072	\$ 5,139,350	\$ 1,523,277	\$ 289,354	7%	\$ 267,502
Employee Benefits	\$ 1,057,215	\$ -	\$ (1,057,215)	\$ 1,107,884	\$ 1,505,644	\$ 397,759	\$ 131,791	12%	\$ 126,052
Supplies and Materials	\$ 600,226	\$ -	\$ (600,226)	\$ 406,886	\$ 746,522	\$ 339,636	\$ 97,265	16%	\$ 89,426
Other Operating Expenses and Services	\$ 1,223,096	\$ -	\$ (1,223,096)	\$ 838,371	\$ 1,912,455	\$ 1,074,084	\$ 153,174	13%	\$ 114,756
Capital Outlay	\$ 269,908	\$ -	\$ (269,908)	\$ 269,859	\$ 108,336	\$ (161,523)	\$ 2,799	1%	\$ -
Other Outgo	\$ 553,289	\$ -	\$ (553,289)	\$ 498,480	\$ 698,819	\$ 200,339	\$ 1,485	0%	\$ 4,975
Total Expenses	\$ 10,079,841	\$ -	\$ (10,079,841)	\$ 8,307,401	\$ 12,348,868	\$ 4,041,466	\$ 880,887	9%	\$ 739,436
Change in Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (141,451)



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES
General Fund - Unrestricted/Restricted (Combined)
Report Ending
July 31, 2011

July
2010-11/2011-12
General Fund - Combined

	ADOPTED BUDGET			PENDING BUDGET			YTD ACTUAL				
	2010-11	2011-12	Variance	2010-11	2011-12	Variance	2010-11	% of Budget	2011-12	% of Budget	Variance
Revenues											
Federal	\$ 3,931,587	\$ -	\$ (3,931,587)	\$ 2,687,509	\$ 4,769,119	\$ 2,081,609	\$ 134,108	3%	\$ 672,067	14%	\$ 537,960
State Revenues	\$ 59,011,258	\$ -	\$ (59,011,258)	\$ 58,925,507	\$ 55,657,527	\$ (3,267,980)	\$ 13,050	0%	\$ 2,593,729	5%	\$ 2,580,680
Local Revenues	\$ 27,162,282	\$ -	\$ (27,162,282)	\$ 27,575,346	\$ 27,731,526	\$ 156,180	\$ 2,965,434	11%	\$ 5,453,860	20%	\$ 2,488,427
Other Revenues	\$ 175,000	\$ -	\$ (175,000)	\$ 175,000	\$ -	\$ (175,000)	\$ 123,931	71%	\$ 12,976	0%	\$ (110,956)
Total Revenues	\$ 90,280,127	\$ -	\$ (90,280,127)	\$ 89,363,362	\$ 88,158,172	\$ (1,205,191)	\$ 3,236,522		\$ 8,732,633		\$ 5,496,110
Expenses											
Academic Salaries	\$ 39,252,397	\$ -	\$ (39,252,397)	\$ 39,568,510	\$ 39,042,472	\$ (526,038)	\$ 817,579	2%	\$ 674,179	2%	\$ (143,400)
Classified and Other Nonacademic Salaries	\$ 23,111,140	\$ -	\$ (23,111,140)	\$ 22,500,093	\$ 23,353,469	\$ 853,376	\$ 1,736,086	8%	\$ 1,557,853	7%	\$ (178,233)
Employee Benefits	\$ 14,575,956	\$ -	\$ (14,575,956)	\$ 14,474,176	\$ 13,803,442	\$ (670,734)	\$ 687,460	5%	\$ 1,056,892	8%	\$ 369,432
Supplies and Materials	\$ 2,512,948	\$ -	\$ (2,512,948)	\$ 2,206,353	\$ 2,984,275	\$ 777,922	\$ 220,183	9%	\$ 332,298	11%	\$ 112,116
Other Operating Expenses and Services	\$ 10,936,388	\$ -	\$ (10,936,388)	\$ 10,612,198	\$ 11,351,301	\$ 739,103	\$ 3,187,978	29%	\$ 2,527,666	22%	\$ (660,312)
Capital Outlay	\$ 1,446,944	\$ -	\$ (1,446,944)	\$ 1,376,895	\$ 585,002	\$ (791,893)	\$ 27,052	2%	\$ 23,909	4%	\$ (3,143)
Other Outgo	\$ 1,628,878	\$ -	\$ (1,628,878)	\$ 1,865,187	\$ 1,038,211	\$ (826,976)	\$ (220)	0%	\$ 5,594	1%	\$ 5,814
Total Expenses	\$ 93,464,649	\$ -	\$ (93,464,649)	\$ 92,603,412	\$ 92,158,172	\$ (445,240)	\$ 6,676,118		\$ 6,178,392		\$ (497,727)
Change in Fund Balance	\$ (3,184,522)	\$ -	\$ 3,184,522	\$ (3,240,049)	\$ (4,000,000)	\$ (759,951)					



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
July 31, 2011

July
2010-11/2011-12

General Fund - Combined Revenues

	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL		
	2010-11	2011-12	Variance	2010-11	2011-12	% of Budget	2010-11	2011-12	% of Budget
Federal Revenues									
National Science Foundation	\$ 420,076	\$ -	\$ (420,076)	\$ -	\$ 230,637	\$ 230,637	\$ 8,119	\$ 1,718	1%
Vet Ed Outreach Program	\$ 479,463	\$ -	\$ (479,463)	\$ 504,463	\$ 476,963	\$ (27,500)	\$ -	\$ -	0%
Workforce	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Military Personnel Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15	0%
Federal Student Financial Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
FWS Admin Allowance	\$ 22,723	\$ -	\$ (22,723)	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ -	0%
Admin Allow-PELL	\$ 21,795	\$ -	\$ (21,795)	\$ 20,112	\$ 25,000	\$ 4,888	\$ -	\$ -	0%
SROG Admin Allowance	\$ 13,367	\$ -	\$ (13,367)	\$ 15,000	\$ 10,000	\$ (5,000)	\$ -	\$ -	0%
Veterans Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,772	0%
VTEA/Career Tech Education	\$ 1,178,727	\$ -	\$ (1,178,727)	\$ 1,178,727	\$ 913,146	\$ (265,581)	\$ -	\$ -	0%
ARRA Federal Funds	\$ 127,957	\$ -	\$ (127,957)	\$ -	\$ 120,096	\$ 120,096	\$ -	\$ 47,100	39%
Other Federal Revenue	\$ 1,667,480	\$ -	\$ (1,667,480)	\$ 969,207	\$ 2,978,277	\$ 2,009,069	\$ 125,989	\$ 607,463	20%
Total Federal Revenues	\$ 3,931,587	\$ -	\$ (3,931,587)	\$ 2,687,509	\$ 4,769,119	\$ 2,081,609	\$ 134,108	\$ 672,067	\$ 537,960

State Revenues									
SB1133 SETTLEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,148	0%
PTAX BACKFILLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Two Percent Bgg	\$ 77,550	\$ -	\$ (77,550)	\$ 77,550	\$ 85,000	\$ 7,450	\$ -	\$ -	0%
STATE CAREER TECH EDU	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Return to Title IV	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Growth Apportionment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
State General Apportionment	\$ 268,224	\$ -	\$ (268,224)	\$ 317,552	\$ 303,575	\$ (13,977)	\$ -	\$ 43,831	14%
Principal State Apportionment	\$ 52,614,514	\$ -	\$ (52,614,514)	\$ 52,714,676	\$ 48,280,000	\$ (4,434,676)	\$ -	\$ 791,853	2%
Prior Year Gen. Appor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Basic Skills Growth	\$ 50,000	\$ -	\$ (50,000)	\$ -	\$ 226,793	\$ 226,793	\$ -	\$ 259,617	114%
S.B.98 One Time Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
PT Faculty Parity	\$ 201,191	\$ -	\$ (201,191)	\$ 203,362	\$ -	\$ (203,362)	\$ -	\$ 26,932	0%
Categorical Apportionment	\$ 210,661	\$ -	\$ (210,661)	\$ 683,716	\$ 329,455	\$ (354,262)	\$ -	\$ 121,459	37%
EOFS/CARE	\$ -	\$ -	\$ -	\$ -	\$ 112,665	\$ 112,665	\$ -	\$ -	0%
Ext. Oppl. Pgms./SVC	\$ 1,309,504	\$ -	\$ (1,309,504)	\$ 1,309,504	\$ 1,386,449	\$ 76,945	\$ -	\$ 113,933	8%
Pay Hand Exces Cost	\$ 898,293	\$ -	\$ (898,293)	\$ 898,293	\$ 1,051,532	\$ 153,239	\$ -	\$ 66,189	6%
District Match	\$ 30,000	\$ -	\$ (30,000)	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -	0%
Other Categorical Apportionment	\$ 627,553	\$ -	\$ (627,553)	\$ -	\$ 668,045	\$ 668,045	\$ -	\$ 173,609	26%



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
July 31, 2011

July
2010-11/2011-12

General Fund - Combined Revenues

	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL		
	2010-11	2011-12	Variance	2010-11	2011-12	Budget	2010-11	2011-12	Variance
Matriculation	\$ 711,969	\$ -	\$ (711,969)	\$ 655,805	\$ 808,341	\$ 152,536	\$ -	\$ 44,227	\$ 44,227
AB 1725 Affirm Actn	\$ 15,049	\$ -	\$ (15,049)	\$ 15,049	\$ -	\$ (15,049)	\$ -	\$ 625	\$ 625
State Grant	\$ -	\$ -	\$ -	\$ -	\$ 158,755	\$ 158,755	\$ -	\$ 110,979	\$ 110,979
Energy Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax Relief Subvent	\$ 196,751	\$ -	\$ (196,751)	\$ 250,000	\$ 100,000	\$ (150,000)	\$ -	\$ -	\$ -
Lottery Proceeds	\$ 1,800,000	\$ -	\$ (1,800,000)	\$ 1,800,000	\$ 1,800,000	\$ -	\$ -	\$ 557,992	\$ 557,992
PY Lottery Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Mandated Costs	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ -	\$ 114,898	\$ 114,898
State Apportionment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,998	\$ 2,998
Trailer License Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other State Revenues	\$ -	\$ -	\$ -	\$ -	\$ 141,917	\$ 141,917	\$ 13,050	\$ 155,440	\$ 142,391
Total State Revenues	\$ 59,011,258	\$ -	\$ (59,011,258)	\$ 58,925,507	\$ 55,857,527	\$ (3,267,980)	\$ 13,050	\$ 2,593,729	\$ 2,580,680
Local Revenues									
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restitution Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45	\$ -	\$ (45)
Secured Roll Taxes	\$ 17,634,009	\$ -	\$ (17,634,009)	\$ 17,634,009	\$ 17,500,000	\$ (134,009)	\$ -	\$ -	\$ -
Unsecured Roll Taxes	\$ 176,281	\$ -	\$ (176,281)	\$ 320,000	\$ 160,000	\$ (160,000)	\$ -	\$ -	\$ -
Prior Year Taxes	\$ 725,682	\$ -	\$ (725,682)	\$ 725,000	\$ 650,000	\$ (75,000)	\$ -	\$ -	\$ -
2% Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax Backfill	\$ 56,634	\$ -	\$ (56,634)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ 4,205	\$ -	\$ (4,205)	\$ -	\$ 3,029	\$ 3,029	\$ -	\$ 116,343	\$ 116,343
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Foundation Grant	\$ -	\$ -	\$ -	\$ -	\$ 14,750	\$ 14,750	\$ -	\$ 127,880	\$ 127,880
GF : Student Lost/Overaged Checks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,604)	\$ (1,604)
GF : Overage Warrants/Payroll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ROP Contract	\$ -	\$ -	\$ -	\$ -	\$ 29,799	\$ 29,799	\$ -	\$ 272,853	\$ 272,853
Local Contract Services	\$ -	\$ -	\$ -	\$ -	\$ 186,657	\$ 186,657	\$ (9)	\$ 10,952	\$ 10,961
Individual Service Contracts	\$ -	\$ -	\$ -	\$ -	\$ 1,475	\$ 1,475	\$ 68,688	\$ 319,190	\$ 250,502
Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,611	\$ 198,935	\$ 197,324
Sales of Publications	\$ 10,000	\$ -	\$ (10,000)	\$ 10,000	\$ -	\$ (10,000)	\$ 240	\$ 125	\$ (115)
Cash Over	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48	\$ 68	\$ 20
CDC Rental	\$ 75,000	\$ -	\$ (75,000)	\$ 95,000	\$ 75,000	\$ (20,000)	\$ -	\$ -	\$ -
Game Room Income	\$ 10,000	\$ -	\$ (10,000)	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
July 31, 2011

July

2010-11/2011-12

General Fund - Combined Revenues

	ADOPTED BUDGETS			REVISED BUDGETS			YTD ACTUAL		
	2010-11	2011-12	Variance	2010-11	2011-12	% of Budget	2010-11	2011-12	% of Budget
Facility Use Fee	\$ 100,000	\$ -	\$ (100,000)	\$ 150,000	\$ 205,557	55,557	\$ 1,900	\$ -	0%
Interest Earned	\$ 150,000	\$ -	\$ (150,000)	\$ 375,000	\$ 50,000	(325,000)	\$ 49	\$ -	0%
Community Services	\$ 87,383	\$ -	\$ (87,383)	\$ -	\$ 92,269	92,269	\$ 2,594	\$ 50,375	55%
Enrollment Fees	\$ 4,912,749	\$ -	\$ (4,912,749)	\$ 4,878,252	\$ 5,300,000	421,748	\$ 2,044,839	\$ 2,677,629	51%
Health Fee	\$ 690,616	\$ -	\$ (690,616)	\$ 690,616	\$ 708,966	18,350	\$ 315,611	\$ 386,422	55%
Other Student Fees	\$ 60,000	\$ -	\$ (60,000)	\$ 60,000	\$ 60,000	-	\$ 5,852	\$ 5,920	10%
Tuition Fee	\$ 600,000	\$ -	\$ (600,000)	\$ 900,000	\$ 750,000	(150,000)	\$ 403,095	\$ 572,664	76%
Parking Services Fee	\$ 1,000,000	\$ -	\$ (1,000,000)	\$ 1,000,000	\$ 852,208	(147,792)	\$ 66,327	\$ 131,742	15%
Credit By Exam	\$ 3,000	\$ -	\$ (3,000)	\$ 3,000	\$ 3,000	-	\$ -	\$ 10,859	362%
Course Audit	\$ 2,000	\$ -	\$ (2,000)	\$ 2,000	\$ 2,000	-	\$ 495	\$ 863	43%
Local Revenue Misc.	\$ -	\$ -	\$ -	\$ -	\$ 54	54	\$ -	\$ -	0%
Fines and Collection Charges	\$ 214,125	\$ -	\$ (214,125)	\$ 214,125	\$ 92,500	(121,625)	\$ 8,935	\$ 16,255	18%
Cobra	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 33	\$ 26	0%
Misdisplay Permit Charge	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 56	\$ 556,363	0%
Local Miscellaneous Income	\$ 640,598	\$ -	\$ (640,598)	\$ 498,344	\$ 974,263	475,919	\$ 45,025	\$ -	0%
Transfer In Staff Parking	\$ 10,000	\$ -	\$ (10,000)	\$ 10,000	\$ 10,000	-	\$ -	\$ -	0%
Total Local Revenues	\$ 27,162,282	\$ -	\$ (27,162,282)	\$ 27,575,346	\$ 27,731,526	156,181	\$ 2,965,434	\$ 5,453,860	0%
Other Revenues									
(Transfers In)									
Transfer In - Bookstore	\$ 175,000	\$ -	\$ (175,000)	\$ 175,000	\$ -	(175,000)	\$ -	\$ -	#DIV/0!
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	0%
Board Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	0%
Revenue Suspense	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 123,931	\$ 12,976	0%
Total Other Revenues	\$ 175,000	\$ -	\$ (175,000)	\$ 175,000	\$ -	(175,000)	\$ 123,931	\$ 12,976	0%
Total Revenues	\$ 90,280,127	\$ -	\$ (90,280,127)	\$ 89,563,362	\$ 88,158,172	(1,205,190)	\$ 3,236,522	\$ 8,732,633	0%



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF EXPENSES
General Fund - Unrestricted/Restricted (Combined)
REPORT ENDING
July 31, 2011

July

2010-11/2011-12

General Fund - Combined Expenses

Expenses	ADOPTED BUDGET			PENDING BUDGET			FIDUCIARY		
	2010-11	2011-12	Variance	2010-11	2011-12	Variance	% of Budget	2010-11	% of Budget
Academic Salaries - Contract	\$ 18,333,679	\$ -	\$ 298,291	\$ 18,650,174	\$ 18,631,970	\$ (18,204)	1%	\$ 119,965	0%
Academic/Non Instructional Contract Salaries	\$ 7,037,349	\$ -	\$ 225,306	\$ 7,575,890	\$ 7,262,654	\$ (313,236)	8%	\$ 586,798	7%
Academic Salaries - Hourly	\$ 12,604,969	\$ -	\$ 93,105	\$ 12,500,500	\$ 12,698,074	\$ 197,574	0%	\$ 41,612	0%
Academic/Non Inst Salaries - Hourly	\$ 1,276,400	\$ -	\$ 285,123	\$ 841,946	\$ 1,561,523	\$ 719,577	5%	\$ 69,204	2%
Classified Salaries -Contract	\$ 20,270,095	\$ -	\$ 1,380,243	\$ 19,991,137	\$ 21,650,338	\$ 1,659,201	9%	\$ 1,724,078	7%
Classified Non-Instructional Hourly	\$ 2,032,685	\$ -	\$ 1,204,449	\$ 1,714,297	\$ 3,237,133	\$ 1,522,836	0%	\$ 9,117	0%
Classified Instructional Hourly	\$ 808,360	\$ -	\$ 268,320	\$ 794,658	\$ 1,076,680	\$ 282,023	0%	\$ 2,891	0%
Employee Benefits	\$ 14,575,956	\$ -	\$ 979,383	\$ 14,474,176	\$ 15,555,339	\$ 1,081,163	0%	\$ -	7%
Text Books	\$ 24,570	\$ -	\$ (1,288)	\$ 23,070	\$ 23,282	\$ 212	2798%	\$ 687,460	60%
Books or Manuals	\$ 62,172	\$ -	\$ 12,136	\$ 7,620	\$ 74,309	\$ 66,689	22%	\$ 13,900	1%
Supplies and Materials	\$ 1,442,038	\$ -	\$ 219,759	\$ 1,321,233	\$ 1,661,798	\$ 340,565	7%	\$ 100,001	9%
Miscellaneous Operating Expenses	\$ 285,287	\$ -	\$ 728,333	\$ 252,163	\$ 1,013,621	\$ 761,458	17%	\$ 48,995	12%
Printing & Other	\$ 561,420	\$ -	\$ 178,076	\$ 481,942	\$ 739,497	\$ 257,555	4%	\$ 23,775	4%
Merchant Write-Offs	\$ 26,559	\$ -	\$ (3,071)	\$ 43,559	\$ 23,488	\$ (20,071)	9%	\$ 2,335	21%
Supplies	\$ 110,901	\$ -	\$ 168,290	\$ 76,766	\$ 279,191	\$ 202,425	28%	\$ 31,177	5%
Contract Services	\$ 2,005,903	\$ -	\$ 1,528,256	\$ 1,801,968	\$ 3,534,159	\$ 1,732,191	4%	\$ 89,366	4%
Classified Travel	\$ 719,762	\$ -	\$ 202,979	\$ 594,667	\$ 922,741	\$ 328,074	2%	\$ 13,491	3%
Dues Memberships	\$ 147,319	\$ -	\$ 33,784	\$ 144,519	\$ 181,103	\$ 36,584	19%	\$ 27,745	10%
Insurance	\$ 936,831	\$ -	\$ 77,800	\$ 936,831	\$ 1,014,631	\$ 77,800	15%	\$ 143,121	0%



SOUTHWESTERN COLLEGE
COMPARATIVE STATEMENT OF EXPENSES
General Fund - Unrestricted/Restricted (Combined)
REPORT ENDING
July 31, 2011

July
2010-11/2011-12
General Fund - Combined Expenses

Expenses	ADOPTED BUDGET			PENDING BUDGET			ACTUAL		
	2010-11	2011-12	Variance	2010-11	2011-12	Variance	2010-11	2011-12	Variance
Phone Costs/Utilities	\$ 2,780,014	\$ -	(29,202)	\$ 2,822,229	\$ 2,750,811	\$ (71,417)	\$ 747,455	\$ 152,805	\$ (594,650)
Maintenance Contracts	\$ 3,138,832	\$ -	53,860	\$ 3,120,903	\$ 3,192,692	\$ 71,789	\$ 2,158,533	\$ 2,166,519	\$ 7,986
Employee Adds/Litigation	\$ 527,249	\$ -	178,439	\$ 527,249	\$ 705,688	\$ 178,439	\$ -	\$ 10,711	\$ 10,711
Postage	\$ 578,093	\$ -	(259,189)	\$ 663,382	\$ 318,904	\$ (344,478)	\$ 8,268	\$ 873	\$ (7,395)
Other Operating Expenses	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect and Other	\$ 102,386	\$ -	124,312	\$ 450	\$ 226,699	\$ 226,249	\$ -	\$ -	\$ -
Sites and Site Improvement	\$ 55,130	\$ -	9,000	\$ 55,130	\$ 64,130	\$ 9,000	\$ -	\$ -	\$ -
Buildings	\$ 92,841	\$ -	-	\$ 92,841	\$ 92,841	\$ -	\$ 23,875	\$ -	\$ (23,875)
Books & Book Abatement	\$ 74,997	\$ -	175	\$ 104,997	\$ 75,172	\$ (29,825)	\$ -	\$ 9,805	\$ 9,805
Equipment	\$ 1,223,976	\$ -	(211,674)	\$ 1,123,927	\$ 1,012,301	\$ (111,626)	\$ 3,177	\$ 14,104	\$ 10,927
Debt Retirement	\$ 100,000	\$ -	-	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
Interfund Transfers	\$ 216,000	\$ -	-	\$ 195,000	\$ 216,000	\$ 21,000	\$ -	\$ -	\$ -
Student Financial Aid	\$ 10,063	\$ -	-	\$ 10,063	\$ 10,063	\$ -	\$ 2,272	\$ 1,750	\$ (522)
Other Payments to Students	\$ 553,226	\$ -	257,442	\$ 808,959	\$ 810,667	\$ 1,708	\$ 182	\$ 3,167	\$ 2,985
Golden Handshake	\$ 749,589	\$ -	(518,198)	\$ 851,165	\$ 231,391	\$ (619,774)	\$ (2,674)	\$ 677	\$ 3,351
TOTAL EXPENSES	\$ 93,464,649	\$ 100,948,890	\$ 7,484,241	\$ 92,603,412	\$ 100,948,890	\$ 8,345,479	\$ 6,676,118	\$ 6,178,392	\$ (497,727)

ITEM #23B4

SWC

Southwestern Community College District
General Fund Cash Analysis
For Period Ending July 31, 2011

	July
Beginning Cash	\$ 4,780,854
Deposits	\$ 15,099,234
Cash Available	\$ 19,880,088
Expenditures	\$ (7,910,181)
Month Ending Balance	\$ 11,969,908
Board Reserve	\$ 6,542,525
Month Ending Balance	\$ 18,512,433

Cash Flow

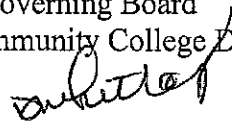
Cash flow refers to the amounts of cash received and spent by a business or organization during a defined period of time. It is usually reviewed on monthly, quarterly, or annual basis. Cash Received (Deposits), are the source of income and Cash Outlay (Expenditures) are the resources used for operating expenses.

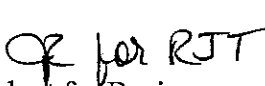
ITEM #23B5

September 14, 2011

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker 
Interim Superintendent/President

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

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

SUBJECT: Modified Initial Construction of Corner Lot Project

RECOMMENDATION

This item is presented to the Governing Board as an informational item only.

OVERVIEW

The Governing Board has had numerous briefings since March, 2010 on the development, schematic layout, and design overview of the Corner Lot project. The Corner Lot project, as submitted to the Division of State Architect (DSA) for review in March and April 2011, is approximately 135,789 square feet-total floor area (SF-TFA) consisting of seven structures containing the follow functions: a college bookstore, café, culinary arts program, wellness center, college police station, educational space, art gallery, additional parking, administrative and community conference space, and an elevated parking garage.

The Corner Lot project as submitted to DSA included:

- Building A: 40,708 (SF-TFA) Administration /conference space, 99 underground parking spaces
- Building B: 25,240 (SF-TFA) Bookstore
- Building C: 3,000 (SF-TFA) Café
- Building D: 24,437 (SF-TFA) Art gallery/wellness center
- Building E: 37,913 (SF-TFA) Multi-purpose educational facility and culinary arts
- Building F: 4,491 (SF-TFA) Public safety station
- Parking garage 200 ground level and 200 elevated parking spaces
- Site work for the Corner Lot (e.g. grading, landscaping, walkways, amphitheatre)

Since February 9, 2011, District staff has reviewed project constraints and campus requirements. A programmed construction budget limit of \$55 million and architect estimate of construction cost of \$64.9 million necessitates some significant programming decisions. In addition an operational and life cycle review of the project has resulted in some planning questions being raised concerning, the design and execution of the Corner Lot project. The Director of the Bookstore and the Director of Food Services were consulted in this review. Staff will explore the following scenarios and combinations thereof, to provide further information to the Governing Board in order to maintain the \$55 million programmed construction budget and meet the necessary evolving requirements of the Education and Facilities Master Plan.

Scenario 1 (Reduce scope to bring the project back into programmed budget)

- Delete the elevated parking garage from the scope of work
- Review and modify textures and finishes to reduce construction costs

Scenario 2 (Modify initial construction to allow for additional planning)

- Postpone construction of Building C (Café) pending further master planning validation for need and location of this facility
- Postpone construction of Building D (Art Gallery/Wellness Center) pending review of building siting and location
- Construction Building B (Bookstore) as a shell, not with completed interior floor plan to allow flexibility in location of critical functions to Corner Lot
- Modify planned construction schedule to ensure efficiency of campus operations and generate economies of scale

Site specific planning and detailed project programming with additional end user input is recommended.

FISCAL IMPACT/ACCOUNT

No cost to the District.

JRB:mk

ITEM #23B6

PROPOSITION R – MONTHLY EXECUTIVE UPDATE

(Reporting Period: 7/1/2011--8/1/2011)

Key Accomplishments

- Proposition AA Fiscal Year 2011-12 Budget drafted
- Kick-off meeting held for Design Standards development

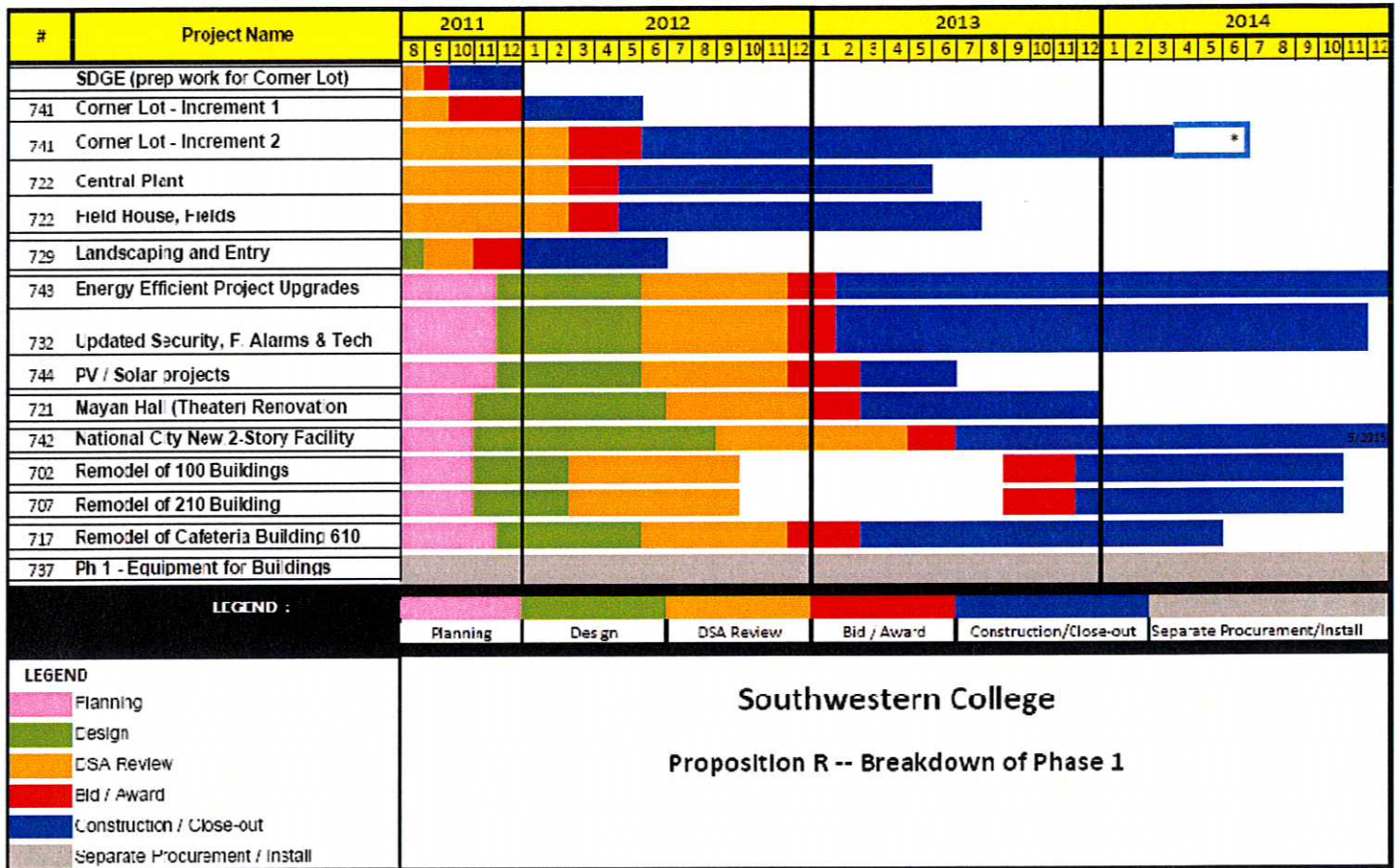
Phase 1 Project Updates

PROJECT	UPDATE
Corner Lot	<ul style="list-style-type: none"> • Drawings are still in review with the Division of State Architect (DSA). • Program Management team has identified budget concerns in its June 1st and July 11th Prop R workshops with the governing board. Several recommendations to District staff have been made to bring the project closer to the \$55M construction budget (including removal of the 2-story parking structure). • District is also considering making separate & significant scope reductions due to proposed changes in the master-planning (potential deletion of the proposed Corner Lot Bookstore and Café buildings). • A meeting providing direction to the architect regarding the finalization of design changes is anticipated in August (pending the above).
Central Plant, Field House, Fields	<ul style="list-style-type: none"> • Initial DSA comments for the 'Central Plant' portion of the project have been returned to the architect. • Scope adjustments are required to meet programmed construction budget. The District is considering removing certain underground utilities from the scope that are not expected to be needed within the next decade.
Landscaping and Entry Construction	<ul style="list-style-type: none"> • Design of Gotham and Elmhurst Road widening is underway. Submission to DSA is expected in August 2011.
Energy Efficient Upgrades, Building Controls, Lighting	<ul style="list-style-type: none"> • Programming activities with District staff are required to better define specific scope items.
Updated Security, Fire Alarms and Technology	<ul style="list-style-type: none"> • Programming activities to start with District staff Fall 2011 to define specific scope items in accordance with Safety Committee.
Ph 1 - Equipment for Buildings	<ul style="list-style-type: none"> • Preliminary list of equipment for Corner Lot and Field House under development.
PV / Solar projects	<ul style="list-style-type: none"> • Programming action to be undertaken, solar incentives not available at this time.
Mayan Hall Theater Building 900 Renovation and ADA Access	<ul style="list-style-type: none"> • Proposed revisions to the San Diego County Office of Education (SDCOE) "Professional Services" contract agreement guideline are being reviewed. Short-listed architects for Prop R will be requested to submit detailed qualifications for design contract award based on this agreement. • More detailed analysis of required scope is underway.
National City New Two - Story Facility	<ul style="list-style-type: none"> • Proposed revisions to the SDCOE "Professional Services" contract agreement guideline are being reviewed. The previously selected architect will be requested to submit detailed qualifications for design contract award based on this agreement.
Remodel of Cafeteria Building 610	<ul style="list-style-type: none"> • Architect procurement is being reviewed.
Remodel of 100 Buildings - Classrooms	<ul style="list-style-type: none"> • Proposed revisions to the San Diego County Office of Education (SDCOE) "Professional Services" contract agreement guideline are being reviewed. Short-listed architects for Prop R will be requested to submit detailed qualifications for design contract award based on this agreement.
Remodel of 210 Building	<ul style="list-style-type: none"> • Same update as "Remodel of 100 Buildings, Classrooms" project.

PROPOSITION R – MONTHLY EXECUTIVE UPDATE

(Reporting Period: 7/1/2011--8/1/2011)

Schedule Overview



Date date -- 8/1/2011

Note: * The District indicated they may prefer not to occupy the Corner Lot until summer 2011.

Budget Overview

The table below is based on the money spent to date per the District's accounting system software (Datatel) as of August 1, 2011. Note that only those projects that have charges against them are currently shown.

	Corner Lot			Central Plant, Field House, Fields			Program Level		
	Budget	Spent	%	Budget	Spent	%	Budget	Spent	%
Construction	\$55,252,055	\$268,105	0.5%	\$31,928,500	\$71,450	0.2%			
Design	\$5,375,122	\$3,405,311	63.4%	\$2,429,800	\$1,829,166	75.3%			
Quality Assurance	\$1,402,865	\$ -	0.0%	\$276,000	\$18,000	6.5%			
FF&E	\$7,383,500	\$ -	0.0%	\$ -	\$ -	N/A			
PM/SWC							TBD*	\$2,028,537	N/A
Program Contingency							TBD	N/A	N/A
TOTALS	\$69,413,542	\$3,673,416	5.3%	\$34,634,300	\$1,918,616	5.5%	TBD	\$2,028,537	N/A

TOTAL SPENT TO DATE =

\$7,620,569

Note: * The large majority of PM/SWC costs relates to the program management fee. The base Prop R program management fee budget is \$2,728,951 (2.725% of the initial \$100,145 bond sale). Spending through 7/1/2011 for this item is \$1,861,052, approximately 68% 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.

ITEM #23B7

SCCD Purchase Order/Blanket Order Report

Board Date: September 14, 2011

Sorted by Purchase Order Number

PO #	Date	Vendor	Service	Department	Cost
108429	7/19/11	Studica, Inc.	Annual License Renewal	School of Business Professional & Tech Ed	1800
108430	7/20/11	Void	Void	Void	0
108431	7/25/11	Tiscor	Tax on Annual Maintenance Agreement	Financial Services	138
108432	7/26/11	Point Loma Nazarene University	Open PO - Office Leasing	San Diego Contracting Opportunities Center	19440
108433	08/01/11	Henry Schein Inc	Annual Renewal Computer Software	Purchasing Contracting & Central Services	1400
108434	08/02/11	Verizon Wireless	Cellular Services	Purchasing Contracting & Central Services	20602
108435	08/11/11	Mazie Brewington	Expense Reimbursement	Human Resources	538
108436	08/12/11	Image Source	Annual Renewal Equipment	Purchasing Contracting & Central Services	1750
202501	7/19/11	Void	Void	Void	0
202502	7/19/11	Void	Void	Void	0
202503	7/19/11	Block Scientific	Scientific Supplies & Equipment	HEC at National City	3682
202504	7/19/11	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	73
202505	7/19/11	More Direct Inc	Toner Cartridges	Financial Services	303
202506	7/19/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	222
202507	7/19/11	S.D. Regional Chamber of Commerce	Memberships	Small Business Development Center	1000
202508	7/19/11	Vocus Inc.	News Monitoring & Distribution	Communications, Community & Gov Relations	9695
202509	7/19/11	More Direct Inc	Computers & Peripherals	Staff Development	1630
202510	7/19/11	Office Depot Business Services Division	Office Supplies	Small Business Development Center	32
202511	7/19/11	Office Depot Business Services Division	Office Supplies	Human Resources	120
202512	7/19/11	Hewlett Packard Company	Computers & Peripherals	Small Business Development Center	232
202513	7/19/11	Southwestern College	Warehouse Stock Items	Financial Aid	597
202514	7/19/11	Void	Void	Void	0
202515	7/20/11	Paul C. Buff Inc.	Photographic Equipment & Accessories	School of Arts & Communication	531
202516	7/20/11	Mark J. Perlmutter	Photographic Equipment & Accessories	School of Arts & Communication	890
202517	7/20/11	B & H Photo Video, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	391
202518	7/20/11	B & H Photo Video, Inc.	Audio/Video Tapes	School of Health Exercise Science & Athletics	195
202519	7/20/11	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School Of Social Sciences & Humanities	18
202520	7/20/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	1096
202521	7/20/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	839
202522	7/20/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	1844
202523	7/20/11	Biorad Laboratories	Scientific Supplies & Equipment	School of Math Science & Engineering	889
202524	7/20/11	Henrikson Owen & Associates	Consulting Services	Program Review - Seville	3600
202525	7/20/11	Synergy Telecom, Inc.	Telephone Conferencing Station	Small Business Development Center	623
202526	7/20/11	San Diego Burke Engineering Co.	HVAC Sensor	Maintenance	101
202527	7/17/11	Southwestern College	Warehouse Stock Items	Maintenance	92
202528	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202529	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202530	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202531	7/20/11	Void	Void	Void	0
202532	7/20/11	Perry L. Vasquez	Reimbursement for student supplies	School of Languages & Literature	80
202533	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202534	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202535	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202536	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202537	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202538	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202539	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202540	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202541	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202542	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202543	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202544	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202545	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202546	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202547	7/20/11	Cynthia K. Nagura	Expense Reimbursement	HEC at National City	345
202548	7/20/11	Home Depot	Miscellaneous Supplies	Maintenance	512
202549	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202550	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202551	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202552	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202553	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20

SCCD Purchase Order/Blanket Order Report
Board Date: September 14, 2011
Sorted by Purchase Order Number

PO #	Date	Vendor	Service	Department	Cost
202554	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202555	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202556	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202557	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202558	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202559	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202560	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202561	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202562	7/21/11	Nasco West	Educational Supplies	HEC at National City	149
202563	7/21/11	Samy's Camera	Photographic Equipment & Accessories	School of Arts & Communication	10228
202564	7/21/11	Best Price Products	Medical Training Equipment	HEC at Otay Mesa	195
202565	7/21/11	More Direct Inc	LaserJet Printer	School of Arts & Communication	1587
202566	7/21/11	ABC School Equipment Inc.	Markerboards	Maintenance	2268
202567	7/21/11	Waxie Sanitary Supply	Janitorial Supplies	Maintenance	244
202568	7/21/11	Association of Community College Trustees	Memberships	Business & Financial Affairs	5877
202569	7/21/11	Bertha R. Williams	Tuition Reimbursement	Human Resources	200
202570	7/21/11	Void	Void	Void	0
202571	7/21/11	United Cleaners Supply Inc	Janitorial Supplies	HEC at National City	826
202572	7/18/11	Southwestern College	Warehouse Stock Items	Cashiering	47
202573	7/18/11	Void	Void	Void	0
202574	7/18/11	Southwestern College	Warehouse Stock Items	Cashiering	112
202575	7/18/11	Void	Void	Void	0
202576	7/18/11	Void	Void	Void	0
202577	7/19/11	Southwestern College	Warehouse Stock Items	Maintenance	18
202578	7/21/11	Complete Office	Office Supplies	Superintendent/President	513
202579	7/21/11	The Hose Pros	Hose Fabrications	Maintenance	200
202580	7/17/11	Southwestern College	Warehouse Stock Items	HEC at National City	605
202581	7/25/11	Prime Sports Sales & Design	Athletic Tees	School of Health Exercise Science & Athletics	283
202582	7/25/11	American Medical Response	Standby Ambulance Service, Football	School of Health Exercise Science & Athletics	1388
202583	7/25/11	Marty Gilman Inc	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	105
202584	7/25/11	Flinn Scientific, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	146
202585	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	311
202586	7/25/11	Office Depot Business Services Division	Office Supplies	School of Health Exercise Science & Athletics	473
202587	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	192
202588	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	58
202589	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	279
202590	7/25/11	Sigma Aldrich, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	157
202591	7/20/11	Southwestern College	Warehouse Stock Items	Human Resources	203
202592	7/25/11	Home Depot	Miscellaneous Supplies	Maintenance	40
202593	7/25/11	Keenan & Associates	Consulting Services	Risk Management	980
202594	7/25/11	ASBDC	Conference Registration	Small Business Development Center	1685
202595	7/25/11	Datatel, Inc.	Computers & Peripherals	Institutional Technology	1800
202596	7/25/11	Datatel, Inc.	Computers & Peripherals	Institutional Technology	130
202597	7/25/11	Jobelephant.Com Inc	Employment Advertising	Human Resources	75
202598	7/25/11	Canvaswork Inc.	Maintenance Equipment	Facilities Operations & Planning	454
202599	7/25/11	NISOD	Memberships	Staff Development	995
202600	7/25/11	Office Depot Business Services Division	Office Supplies	Risk Management	281
202601	7/18/11	Southwestern College	Warehouse Stock Items	School of Math Science & Engineering	70
202602	7/25/11	Office Depot Business Services Division	Office Supplies	Student Activities	31
202603	7/25/11	Stanbio Laboratory, Inc.	Medical Supplies	HEC at National City	2820
202604	7/25/11	VWR International	Scientific Supplies & Equipment	HEC at National City	484
202605	7/25/11	Coutts Information Services	Bookstore Merchandise	Library	2378
202606	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	268
202607	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	111
202608	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	946
202609	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	201
202610	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	613
202611	7/26/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	42
202612	7/25/11	Amazon.Com Credit	Books	Library	284
202613	7/25/11	Ara M. Bacani	Overage Warrant Reissue	Cashiering	98
202614	7/25/11	BCA Architecture Planning Interiors	Consulting Services	Program Review - Seville	5353

SCCD Purchase Order/Blanket Order Report

Board Date: September 14, 2011

Sorted by Purchase Order Number

PO #	Date	Vendor	Service	Department	Cost
202615	7/25/11	Bernard Johnson-The Bernard Johnson	Consulting Services	Small Business Development & Intl Trade Ctr	175
202616	7/25/11	Ethan J. Blair	Overage Warrant Reissue	Cashiering	64
202617	7/25/11	The Bodine Group	Consulting Services	Human Resources	3161
202618	7/25/11	Elizabeth F. Sisco	Expense Reimbursement	Benefits	60
202619	7/26/11	Apple Computer, Inc.	iPads	School of Math Science & Engineering	1163
202620	7/25/11	National School District	Bus Transportation-Program Excursion	HEC at National City	200
202621	7/25/11	National School District	Bus Transportation-Program Excursion	HEC at National City	200
202622	7/25/11	National School District	Bus Transportation-Program Excursion	HEC at National City	200
202623	7/25/11	Heidemarie Edwards	Overage Warrant Reissue	Cashiering	15
202624	7/25/11	Rosario M. San Martin	Overage Warrant Reissue	Cashiering	243
202625	7/25/11	Rosa M. Aguilera	Overage Warrant Reissue	Cashiering	42
202626	7/25/11	Samuel Morales-Osuna	Overage Warrant Reissue	Cashiering	104
202627	7/25/11	Digital I/O Llc	Printer Repair	Facilities Operations & Planning	75
202628	7/26/11	Coutts Information Services	books	Library	2181
202629	7/25/11	Vinyard Doors, Inc.	Door Repair	Maintenance	135
202630	7/25/11	Ellen G. Baum	Expense Reimbursement	School of Business Professional & Tech Ed	419
202631	7/25/11	Void	Void	Void	0
202632	7/26/11	Core Laboratory Supplies, Inc.	Laboratory Supplies	HEC at National City	252
202633	7/26/11	Apperson Print Resources Inc.	Forms	HEC at Otay Mesa	59
202634	7/25/11	Patrice A. Milkovich	Expense Reimbursement	HEC at National City	646
202635	7/25/11	The Bodine Group	Consulting Services	Human Resources	7766
202636	7/25/11	NTD Architects, Inc.	Consulting Services	Program Review - Seville	1200
202637	7/25/11	Home Depot	Window Blinds	Maintenance	147
202638	7/25/11	West Group	Overage Warrant Reissue	Financial Services	452
202639	7/25/11	Gisel C. Moreno	Overage Warrant Reissue	Payroll Services	297
202640	7/25/11	Critical Think, Inc.	Geospatial Technology Workshop	School of Math Science & Engineering	6000
202641	7/25/11	Maria M. Lott	Overage Warrant Reissue	Payroll Services	8
202642	7/25/11	Critical Think, Inc.	Workshop Supplies	School of Math Science & Engineering	700
202643	7/26/11	Joanne K. Stonecipher	Expense Reimbursement	HEC at Otay Mesa	385
202644	7/25/11	Tilson T. Zinamon	Overage Warrant Reissue	Cashiering	206
202645	7/25/11	Roberto J. Partida	Overage Warrant Reissue	Cashiering	546
202646	7/25/11	The Bodine Group	Consulting Services	Human Resources	1724
202647	7/25/11	Mayra P. Landeros	Overage Warrant Reissue	Cashiering	286
202648	7/26/11	Gale	Books	Library	151
202649	7/26/11	Void	Void	Void	0
202650	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202651	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202652	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202653	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202654	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202655	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202656	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202657	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202658	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202659	7/20/11	Federal Express	Express Mailing Services	Admissions & Records	20
202660	7/26/11	FAES	Scientific Supplies & Equipment	School of Math Science & Engineering	150
202661	7/26/11	Invitrogen Inc	Scientific Supplies & Equipment	School of Math Science & Engineering	146
202662	7/26/11	Modern Biology, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	429
202663	7/26/11	One Step Ahead	Book And Video Suppliers	Child Development Center	581
202664	7/25/11	Federal Express	Postal Services & Supplies	Risk Management	20
202665	7/25/11	Claudia Harbin	Parking Reimbursement	Parking Services	15
202666	7/25/11	Student Award	Student Scholarship	Nursing	750
202667	7/25/11	Student Award	Student Scholarship	Nursing	750
202668	7/25/11	Student Award	Student Scholarship	Nursing	750
202669	7/25/11	Student Award	Student Scholarship	Nursing	750
202670	7/25/11	Student Award	Student Scholarship	Nursing	750
202671	7/25/11	Visual Antics	Consulting Services	Small Business Development & Intl Trade Ctr	250
202672	7/25/11	Visual Antics	Consulting Services	Small Business Development & Intl Trade Ctr	300
202673	7/25/11	Elizabeth M. Valdez	Expense Reimbursement	Police Academy	17
202674	7/26/11	Southland Technology	Computers & Peripherals	School of Arts & Communication	4551
202675	7/25/11	Silvia L. Cornejo-Darcy	Expense Reimbursement	HEC at San Ysidro	56

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202676	7/25/11	Matthew Bender & Company Inc	Subscription Renewal	Library	2229
202677	7/25/11	Marquis Who's Who	Publications	Library	374
202678	7/25/11	Infobase Publishing	Publications	Library	116
202679	7/20/11	GCCCD Auxillary	Memberships	School of Languages & Literature	800
202680	7/26/11	More Direct Inc	Wacom Tablets	School of Arts & Communication	7538
202681	7/20/11	Bytes, Inc.	Consulting Services	San Diego Contracting Opportunities Center	6330
202682	7/26/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	87
202683	7/26/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	413
202684	7/26/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	33
202685	7/26/11	San Diego Pet Supply	Utility Pails	HEC at Otay Mesa	274
202686	7/25/11	Orange County Commercial Printing	Printing Services	School of Arts & Communication	3950
202687	7/26/11	Guitar Center, Inc.	Recording Studio Equipment	School of Arts & Communication	8707
202688	7/26/11	Guitar Center, Inc.	Recording Studio Equipment	School of Arts & Communication	849
202689	7/26/11	Ecivis, Inc.	Grants Software License	Institutional Reasearch & Planning	4998
202690	7/26/11	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	132
202691	7/26/11	Johnstone Supply	HVAC Supplies	Maintenance	578
202692	7/26/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	245
202693	7/26/11	Chapman University	Conference Registration	Financial Aid	65
202694	7/26/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	228
202695	7/26/11	Turf Maker	Horticulture Materials & Supplies	Grounds	8922
202696	7/26/11	Void	Void	Void	0
202697	7/26/11	B & H Photo Video, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	2473
202698	7/26/11	B & H Photo Video, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	295
202699	7/26/11	Carolina Biological Supply Company	Scientific Supplies & Equipment	School of Math Science & Engineering	712
202700	7/26/11	Carolina Biological Supply Company	Scientific Supplies & Equipment	School of Math Science & Engineering	604
202701	7/26/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	673
202702	7/26/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	713
202703	7/26/11	San Diego Miramar College	Officer Training	College Police Department	13
202704	7/26/11	San Diego Miramar College	Officer Training	College Police Department	13
202705	7/26/11	Void	Void	Void	0
202706	7/20/11	Southwestern College	Warehouse Stock Items	School of Health Exercise Science & Athletics	116
202707	7/25/11	Silvia L. Cornejo-Darcy	Expense Reimbursement	Communications, Community & Gov Relations	200
202708	7/26/11	Advantage Business Equipment	Repair Office Equipment	Facilities Operations & Planning	98
202709	7/26/11	NTD Architects, Inc.	Consulting Services	Program Review - Seville	1200
202710	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202711	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202712	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202713	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202714	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202715	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202716	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202717	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202718	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202719	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202720	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202721	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202722	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202723	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202724	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202725	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202726	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202727	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202728	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202729	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202730	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202731	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202732	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202733	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202734	7/27/11	Jenny Freeman	Expense Reimbursement	Facilities Operations & Planning	29
202735	7/27/11	Stutz Artiano Shinoff & Holtz	Consulting Services	Superintendent/President	1943
202736	7/27/11	SWC Cafeteria	Business/Expense Related	Governing Board	77

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202737	7/27/11	SWC Cafeteria	Business/Expense Related	Governing Board	124
202738	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202739	7/27/11	Federal Express	Express Mailing Services	Admissions & Records	20
202740	7/27/11	Atkinson, Andelson, Loya, Ruud & Romo	Consulting Services	Superintendent/President	4055
202741	7/27/11	Liebert Cassidy Whitmore	Consulting Services	Superintendent/President	4638
202742	7/27/11	Arjis	Computers & Peripherals	College Police Department	804
202743	7/27/11	Better Office Supply, Inc.	Office Supplies	Purchasing Contracting & Central Services	1473
202744	7/27/11	Henry Schein Inc	Dental Lab Training Supplies	HEC at National City	9973
202745	7/27/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	116
202746	7/27/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	1897
202747	7/27/11	Vickie J. Kimbrough Walls	Expense Reimbursement	HEC at National City	312
202748	7/27/11	Western Interpreting Network	Sign Language Services	Disability Support Services	984
202749	7/27/11	Anton's Services, Inc.	Classroom Removal Services	Program Review - Seville	11030
202750	7/27/11	Medialab, Inc.	Online Compliance & CE Courses	HEC at National City	545
202751	7/27/11	Office Depot Business Services Division	Office Supplies	Student Services	215
202752	7/27/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	600
202753	7/27/11	Sharp Rees Stealy Medical Ctrs	Pre-employment Physical	Human Resources	49
202754	7/27/11	United Parcel Service	Parcel Mailing Services	Purchasing Contracting & Central Services	57
202755	7/27/11	Home Depot	Grounds Supplies	Grounds	1427
202756	7/27/11	Tina L. Recalde	Consulting Services	School of Health Exercise Science & Athletics	550
202757	7/27/11	Robert E. Womack, J.	Expense Reimbursement	Facilities Operations & Planning	45
202758	7/28/11	Ricardo Suarez	Expense Reimbursement	College Police Department	113
202759	7/28/11	CPOA	Publications	College Police Department	55
202760	7/28/11	County of San Diego - RCS	Radio Frequency Network Usage	College Police Department	1426
202761	7/28/11	Barry's Security Services, Inc	Security Guard Services	College Police Department	10892
202762	7/28/11	Echo Pacific Construction Co.	Construction Management	Program Review - Seville	624556
202763	7/28/11	Federal Express	Express Mailing Services	Admissions & Records	20
202764	7/28/11	Pacific Pro Audio	Recording Studio Equipment	School of Arts & Communication	3834
202765	7/28/11	Sehi Computer Products Inc	Ink Cartridges	School of Arts & Communication	1812
202766	7/28/11	Angel A. Marquez	Refund, Library Book Returned	Library	27
202767	7/28/11	T-Shirt Wholesale Mart	Athletic Tees	School of Health Exercise Science & Athletics	2170
202768	7/28/11	Cardinal Health	Lab Supplies	HEC at National City	7633
202769	7/28/11	Cintas First Aid & Safety	Safety Supplies	Risk Management	230
202770	7/28/11	Mario J. Salazar	Refund, Library Book Returned	Library	101
202771	7/28/11	Mc Master-Carr Supply Company	Miscellaneous Supplies	Maintenance	38
202772	7/28/11	Office Depot Business Services Division	Office Supplies	Superintendent/President	58
202773	7/28/11	Office Depot Business Services Division	Office Supplies	Academic Affairs	65
202774	7/28/11	Rydin Decal	Parking Permits	Facilities Operations & Planning	11473
202775	7/28/11	San Diego Neighborhood	Display Advertising	Communications, Community & Gov Relations	758
202776	7/28/11	SWC Cafeteria	Business/Expense Related	Student Support Services	119
202777	7/28/11	All American Sports Corp.	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	4423
202778	7/28/11	More Direct Inc	Toner Cartridges	School of Health Exercise Science & Athletics	132
202779	7/28/11	Apex Audio	Recording Studio Equipment	School of Arts & Communication	3113
202780	7/28/11	Hardy Diagnostics	Medical Supplies	HEC at Otay Mesa	200
202781	7/28/11	Biorad Laboratories	Scientific Supplies & Equipment	HEC at Otay Mesa	234
202782	7/28/11	Promega	Scientific Supplies & Equipment	School of Math Science & Engineering	507
202783	7/28/11	Stanbio Laboratory, Inc.	Scientific Supplies & Equipment	HEC at Otay Mesa	284
202784	7/28/11	Yanchar Design & Consulting Group	Consulting Services	School of Arts & Communication	1014
202785	7/28/11	Federal Express	Express Mailing Services	Admissions & Records	20
202786	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202787	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202788	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202789	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202790	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202791	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202792	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202793	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202794	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202795	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202796	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202797	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000

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202798	7/28/11	Fordyce Construction, Inc.	Retention Payment Release	Program Review - Seville	37525
202799	7/28/11	BCA Architecture Planning Interiors	Consulting Services	Program Review - Seville	5400
202800	7/28/11	BCA Architecture Planning Interiors	Consulting Services	Program Review - Seville	5980
202801	7/28/11	Theodore R. Niles	Lab Animals	IIEC at Otay Mesa	885
202802	7/28/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	28
202803	7/28/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	842
202804	7/28/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	78
202805	7/28/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	471
202806	7/28/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	274
202807	7/28/11	Carolina Biological Supply Company	Scientific Supplies & Equipment	School of Math Science & Engineering	159
202808	7/28/11	Theodore R. Niles	Scientific Supplies & Equipment	School of Math Science & Engineering	2525
202809	7/28/11	CF Huvar III General Contractor	Equipment Repair	Facilities Operations & Planning	2000
202810	08/01/11	Department of General Services	DSA Fees	Program Review - Seville	3921
202811	08/01/11	Hawthorne Lift Systems	Auto Parts and Supplies	Maintenance	1533
202812	04/27/11	Southwestern College	Warehouse Stock Items	Institutional Research Planning & Grants	36
202813	08/01/11	Office Depot Business Services Division	Office Supplies	Small Business Development & Intl Trade Ctr	570
202814	08/01/11	Office Depot Business Services Division	Office Supplies	Assessment	112
202815	08/01/11	Southland Technology	Computers & Peripherals	Human Resources	175
202816	08/01/11	Staples Business Advantage	Office Supplies	Small Business Development & Intl Trade Ctr	685
202817	08/01/11	Ward's Natural Science, Inc.	Educational Supplies	School of Math Science & Engineering	280
202818	08/01/11	WFYT Store	Audio Video Supplies	IIEC at Otay Mesa	29
202819	08/01/11	Dell Marketing L.P.	Computers & Peripherals	School of Math Science & Engineering	350
202820	08/01/11	Dell Marketing L.P.	Computers & Peripherals	School of Math Science & Engineering	62
202821	08/01/11	Mc Master-Carr Supply Company	Steel Wagon	HEC at Otay Mesa	1175
202822	08/01/11	Flinn Scientific, Inc.	Educational Supplies	HEC at Otay Mesa	174
202823	08/01/11	Southland Technology	Computers & Peripherals	HEC at Otay Mesa	53
202824	08/01/11	Progressive Medical International	Medical Supplies	HEC at Otay Mesa	4451
202825	08/01/11	Office Depot Business Services Division	Office Supplies	HEC at San Ysidro	747
202826	08/01/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	262
202827	08/01/11	SWC General Fund	Purchase of Parking Permits	Continuing Education	770
202828	08/01/11	Network Resources Inc	Toner Cartridges	HEC at Otay Mesa	116
202829	08/01/11	Moore Medical, LLC	Medical Supplies	HEC at Otay Mesa	620
202830	08/01/11	Federal Express	Express Mailing Services	Admissions & Records	20
202831	08/01/11	Federal Express	Express Mailing Services	Admissions & Records	20
202832	08/01/11	Federal Express	Express Mailing Services	Admissions & Records	20
202833	08/01/11	Federal Express	Express Mailing Services	Admissions & Records	20
202834	08/01/11	Federal Express	Express Mailing Services	Admissions & Records	20
202835	08/01/11	Federal Express	Express Mailing Services	Admissions & Records	20
202836	08/01/11	Jeffery E. Duarte	Overage Warrant Reissue	Payroll Services	8
202837	08/01/11	Christine Amezcua	Overage Warrant Reissue	Payroll Services	532
202838	08/01/11	Southwestern College	Warehouse Stock Items	HEC at Otay Mesa	145
202839	08/01/11	Carole E. Eklund	Retiree Reimbursement Medicare B	Benefits	919
202840	08/01/11	LoEtta E. Challis	Retiree Reimbursement Medicare B	Benefits	67
202841	08/01/11	Education to Go	Online Courses	Continuing Education	1250
202842	08/01/11	Equifax Information Services	Credit Check Services	College Police Department	7
202843	08/01/11	Gerard N. Stewart	Overage Warrant Reissue	Payroll Services	88
202844	08/01/11	IGIS Technologies	Computers & Peripherals	School of Math Science & Engineering	5250
202845	08/01/11	Nathan Renteria	Overage Warrant Reissue	Payroll Services	821
202846	08/01/11	Omar Suarez	Overage Warrant Reissue	Payroll Services	88
202847	08/01/11	Tad A. Mueller	Stipend Geospatial Technology	School of Math Science & Engineering	1000
202848	08/01/11	Veronica Ramirez	Overage Warrant Reissue	Payroll Services	64
202849	08/02/11	The Livery Feed & Ranch	Tanks	HEC at Otay Mesa	405
202850	08/02/11	Fire Protection Publications	Books	HEC at Otay Mesa	145
202851	08/02/11	Invitrogen Inc	Educational Supplies	School of Math Science & Engineering	63
202852	08/02/11	New England Biolabs	Educational Supplies	School of Math Science & Engineering	376
202853	08/02/11	Pasco Scientific	Educational Supplies	School of Math Science & Engineering	363
202854	08/02/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	85
202855	08/02/11	Flinn Scientific, Inc.	Educational Supplies	School of Math Science & Engineering	974
202856	08/02/11	Uline	Office Supplies	HEC at Otay Mesa	561
202857	08/02/11	Arctic Supply	HVAC Supplies	Maintenance	84
202858	08/02/11	Dentsply International	Medical Supplies	HEC at National City	1162

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202859	08/02/11	El Latino Newspaper	Advertising Services	Communications, Community & Gov Relations	507
202860	08/02/11	Federal Express	Express Mailing Services	Small Business Development Center	32
202861	08/02/11	Golf Ventures West	Auto Parts and Supplies	Maintenance	2023
202862	08/02/11	Cable, Pipe & Leak Detection	Plumbing Services	Maintenance	220
202863	08/02/11	Opex Communications, Inc	Telephone Charges	San Diego Contracting Opportunities Center	4
202864	08/02/11	Youth Insurance Agency, Inc.	College Mandatory Insurance	Risk Management	137211
202865	08/02/11	Home Depot	Art Supplies	School of Arts & Communication	443
202866	08/02/11	Pocket Nurse Enterprises	Educational Supplies	HEC at Otay Mesa	391
202867	08/02/11	VWR International	Educational Supplies	HEC at Otay Mesa	775
202868	08/02/11	Void	Void	Void	0
202869	08/02/11	Void	Void	Void	0
202870	08/02/11	Void	Void	Void	0
202871	05/10/11	Southwestern College	Warehouse Stock Items	Cafeteria	11
202872	06/26/11	Southwestern College	Warehouse Stock Items	Cafeteria	52
202873	08/02/11	Federal Express	Express Mailing Services	Admissions & Records	20
202874	08/02/11	Federal Express	Express Mailing Services	Admissions & Records	20
202875	08/02/11	Federal Express	Express Mailing Services	Admissions & Records	20
202876	08/02/11	Federal Express	Express Mailing Services	Admissions & Records	20
202877	08/02/11	Federal Express	Express Mailing Services	Admissions & Records	20
202878	07/25/11	Southwestern College	Warehouse Stock Items	School of Health Exercise Science & Athletics	66
202879	08/02/11	A-B-Cpr & First Aid Training Inc	Training for MEFC	HEC at National City	1500
202880	08/02/11	Coutts Information Services	Books	Library	884
202881	08/02/11	Douglas E.Barnhart Inc	Contractor Services	Program Review - Seville	14500
202882	08/02/11	Dunn-Edwards Paints	Paint Supplies	Maintenance	21
202883	08/02/11	Home Depot	Maintenance Supplies	Maintenance	622
202884	08/02/11	Home Depot	Grounds Supplies	Grounds	794
202885	08/02/11	Nolo	Books	Library	209
202886	08/02/11	Rachel L. Fischer	Expense Reimbursement	San Diego Contracting Opportunities Center	20
202887	07/28/11	SWC General Fund	SWC Brett White Salary	Program Review - Seville	5132
202888	08/03/11	Chula Vista Alarm Co	Alarm System	Program Review - Seville	5678
202889	08/03/11	AA Equipment	Auto Parts and Supplies	Maintenance	1703
202890	08/03/11	Western Interpreting Network	Interpreting Services	Disability Support Services	984
202891	08/03/11	Southland Technology	Computers & Peripherals	Small Business Development Center	39
202892	08/03/11	Office Depot Business Services Division	Office Supplies	Disability Support Services	55
202893	07/17/11	Southwestern College	Warehouse Stock Items	Campus Bookstore	99
202894	08/03/11	Steven L. Brown	Refund for Daily Permit	Parking Services	6
202895	08/03/11	Alvaro F. Valera	Refund for Daily Permit	Parking Services	7
202896	08/03/11	Federal Express	Express Mailing Services	Financial Services	23
202897	08/03/11	Waxie Sanitary Supply	Janitorial Supplies	Financial Services	317
202898	08/03/11	Void	Void	Void	0
202899	08/04/11	Dannis Woliver Kelley	Legal Services	Business & Financial Affairs	27911
202900	08/04/11	Void	Void	Void	0
202901	08/04/11	SWC Campus Store	COTOP Allocation	Financial Services	381
202902	08/04/11	Grainger	Educational Supplies	School of Business Professional & Tech Ed	306
202903	08/04/11	Grainger	Educational Supplies	School of Business Professional & Tech Ed	84
202904	08/04/11	Better Office Supply, Inc.	Office Supplies	Facilities Operations & Planning	71
202905	08/04/11	Home Depot	Bookstore Supplies	Campus Bookstore	41
202906	08/04/11	Office Depot Business Services Division	Office Supplies	Warehouse	603
202907	08/04/11	Southland Technology	Test Generator	Maintenance	1156
202908	08/04/11	Lynda.Com	Subscription	School of Business Professional & Tech Ed	375
202909	08/04/11	AEP California LLC	Transfer Kit for Push Bumper	HEC at Otay Mesa	75
202910	08/04/11	M-F Athletic Company	Educational Supplies	HEC at Otay Mesa	140
202911	08/04/11	Mason's Saw & Lawn Mower	Educational Supplies	School of Business Professional & Tech Ed	1211
202912	08/04/11	Prime Sports Sales & Design	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	387
202913	08/04/11	Rogers Athletic Company	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	416
202914	08/04/11	Fire Etc	Fire Equipment and Supplies	HEC at Otay Mesa	5710
202915	08/04/11	Pocket Nurse Enterprises	Medical Supplies	HEC at Otay Mesa	572
202916	08/04/11	Pocket Nurse Enterprises	Medical Supplies	HEC at Otay Mesa	150
202917	08/04/11	Professional Uniforms, Inc.	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	687
202918	08/04/11	School Outfitters	Mobile Storage Cabinet	HEC at Otay Mesa	551
202919	08/01/11	Southwestern College	Warehouse Stock Items	Maintenance	381

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202920	07/31/11	Southwestern College	Warehouse Stock Items	HEC at Otay Mesa	18
202921	08/04/11	Federal Express	Express Mailing Services	Admissions & Records	20
202922	08/04/11	Federal Express	Express Mailing Services	Admissions & Records	20
202923	08/04/11	Federal Express	Express Mailing Services	Admissions & Records	20
202924	08/04/11	Federal Express	Express Mailing Services	Admissions & Records	20
202925	08/04/11	Federal Express	Express Mailing Services	Admissions & Records	20
202926	08/04/11	Federal Express	Express Mailing Services	Admissions & Records	20
202927	08/04/11	Anthony M. Villanueva	Overage Warrant Reissue	Payroll Services	272
202928	08/04/11	Digital I/O Llc	Repair of Printer	Facilities Operations & Planning	263
202929	08/04/11	Dunn-Edwards Paints	Paint Supplies	Maintenance	187
202930	08/04/11	Martin A. Mitchell, Jr.	Overage Warrant Reissue	Payroll Services	472
202931	08/04/11	Mhz Communications	Repairs	Facilities Operations & Planning	431
202932	08/04/11	Vinyard Doors, Inc.	Repair Overhead Door	Maintenance	495
202933	08/03/11	Southwestern College	Warehouse Stock Items	School of Math Science & Engineering	177
202934	08/04/11	Anne Bower	Expense Reimbursement	HEC at Otay Mesa	129
202935	08/08/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	175
202936	08/08/11	BJ's Rentals	Rental of Roller	Facilities Operations & Planning	300
202937	08/08/11	Keenan & Associates	Property & Liability Admin Fee	Risk Management	1328
202938	08/08/11	Fisher Scientific LLC	Scientific Supplies & Equipment	School of Math Science & Engineering	3481
202939	08/08/11	Sigma Aldrich, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	93
202940	08/08/11	Niles Biological	Educational Supplies	School of Math Science & Engineering	1185
202941	08/08/11	Niles Biological	Educational Supplies	School of Math Science & Engineering	2493
202942	08/08/11	Henry Schein Inc	Medical Supplies	HEC at National City	1483
202943	08/08/11	Honeywell Inc.	Replace North Bus Bldg. 102A	Maintenance	4215
202944	08/08/11	Keenan & Associates	Chubb Group of Insurance	Risk Management	4977
202945	08/08/11	Keenan & Associates	Property & Liability Admin Fee	Risk Management	1167
202946	08/08/11	Western Interpreting Network	Interpreting Services	Disability Support Services	738
202947	08/08/11	John Wiley & Sons Inc.	Publications	Disability Support Services	180
202948	08/08/11	Office Depot Business Services Division	Office Supplies	Disability Support Services	314
202949	08/08/11	Pacific Ergonomics	Ergonomic Supplies and Equipment	Risk Management	400
202950	08/08/11	United Parcel Service	UPS Charges	Warehouse	95
202951	08/08/11	United Parcel Service	UPS Charges	Warehouse	45
202952	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202953	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202954	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202955	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202956	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202957	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202958	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202959	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202960	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202961	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202962	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202963	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202964	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202965	08/09/11	County of San Diego-RCS	Police Radios	College Police Department	1426
202966	08/09/11	Stephen A. Navarro	Overage Warrant Reissue	Payroll Services	144
202967	08/08/11	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	63
202968	08/09/11	Prime Sports Sales & Design	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	680
202969	08/09/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	74
202970	08/09/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	142
202971	08/03/11	Midway Jeep Chrysler	Battery Charger	School of Business Professional & Tech Ed	971
202972	08/09/11	Freestyle Photographic Supplies	Photographic Equipment & Accessories	School of Arts & Communication	2042
202973	08/09/11	AA Equipment	Auto Parts and Supplies	Maintenance	866
202974	08/09/11	Kesa M. Hopkins	Expense Reimbursement	HEC at National City	37
202975	08/09/11	California Electric Supply	Electrical Equipment and Supplies	Maintenance	1233
202976	08/09/11	Western Interpreting Network	Interpreting Services	Disability Support Services	123
202977	08/09/11	Grossmont Emergency Medical Group	Medical Services	Risk Management	282
202978	08/09/11	Office Depot Business Services Division	Office Supplies	Institutional Technology	128
202979	08/09/11	Office Depot Business Services Division	Office Supplies	Campus Bookstore	56
202980	08/09/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	758

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202981	08/09/11	Sharp Grossmont Hospital	Medical Services	Risk Management	789
202982	08/09/11	Sharp Rees Stealy Medical Ctrs	Medical Services	Risk Management	69
202983	08/09/11	Ultradent Products Inc	Medical Supplies	HEC at National City	296
202984	08/09/11	Dexon Computer, Inc.	Computers & Peripherals	Institutional Technology	548
202985	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202986	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202987	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202988	08/09/11	Federal Express	Express Mailing Services	Admissions & Records	20
202989	08/09/11	Ocean Blue Environmental	Remove X-ray machine	Maintenance	225
202990	08/09/11	BRG Consulting, Inc.	Mitigated Declaration Report	Program Review - Seville	924
202991	08/09/11	BRG Consulting, Inc.	Mitigated Declaration Report	Program Review - Seville	924
202992	08/09/11	A Good Sign	Signage	Program Review - Seville	575
202993	08/09/11	Void	Void	Void	0
202994	08/09/11	Southwestern College	Warehouse Stock Items	Multimedia Services	712
202995	08/04/11	Southwestern College	Warehouse Stock Items	Multimedia Services	712
202996	07/14/11	Southwestern College	Warehouse Stock Items	School of Business Professional & Tech Ed	378
202997	08/10/11	Caporicci & Larson	Audit Services	Financial Services	25000
202998	08/10/11	Southwestern College	Warehouse Stock Items	Multimedia Services	800
202999	08/02/11	Southwestern College	Warehouse Stock Items	Admissions & Records	87
203000	08/10/11	Federal Express	Express Mailing Services	Admissions & Records	20
203001	08/10/11	Federal Express	Express Mailing Services	Admissions & Records	20
203002	08/10/11	Federal Express	Express Mailing Services	Admissions & Records	20
203003	08/10/11	Federal Express	Express Mailing Services	Admissions & Records	20
203004	08/10/11	Federal Express	Express Mailing Services	Admissions & Records	20
203005	08/07/11	Southwestern College	Warehouse Stock Items	Financial Services	180
203006	08/10/11	Arctic Supply	HVAC Supplies	Maintenance	1026
203007	08/10/11	El Latino Newspaper	Advertising Services	Communications, Community & Gov Relations	507
203008	08/10/11	Office Depot Business Services Division	Office Supplies	HEC at National City	450
203009	08/10/11	Sir Speedy	Promotional Supplies	Communications, Community & Gov Relations	3176
203010	08/10/11	Dell Marketing L.P.	Computers & Peripherals	Purchasing Contracting & Central Services	432
203011	08/10/11	Dell Marketing L.P.	Computers & Peripherals	Institutional Research Planning & Grants	32
203012	08/10/11	Unisource	Paper Supplies	Print Shop	392
203013	08/11/11	Apple Computer, Inc.	Computers & Peripherals	School of Arts & Communication	108500
203014	08/11/11	Rosana K. Pedroza	Refund for Daily Permit	Parking Services	3
203015	08/11/11	Cynthia K. Nagura	Expense Reimbursement	HEC at National City	297
203016	08/11/11	Cynthia K. Nagura	Expense Reimbursement	HEC at National City	83
203017	08/11/11	Advantage Business Equipment	Office Equipment	Superintendent/President	853
203018	08/11/11	AlcoPro, Inc.	Law Enforcement Supplies	College Police Department	257
203019	08/11/11	Amerifile	Office Supplies	HEC at National City	864
203020	08/11/11	Amerifile	Office Supplies	HEC at National City	206
203021	08/11/11	Arctic Supply	HVAC Supplies	Maintenance	68
203022	08/11/11	Arctic Supply	HVAC Supplies	Maintenance	136
203023	08/11/11	Cardinal Health	Office Equipment	HEC at National City	2279
203024	08/11/11	Keenan & Associates	SETECH	Business & Financial Affairs	8816
203025	08/11/11	More Direct Inc	Privacy Filters	College Police Department	584
203026	08/11/11	MSC Industrial Supply	Maintenance Supplies	Maintenance	34
203027	08/11/11	MSC Industrial Supply	Maintenance Supplies	Maintenance	119
203028	08/11/11	Office Depot Business Services Division	Office Supplies	Student Services	69
203029	08/11/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	567
203030	08/11/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	550
203031	08/10/11	Southwestern College	Warehouse Stock Items	Instructional Support Services	12
203032	08/11/11	Samy's Camera	Photographic Equipment & Accessories	School of Arts & Communication	1469
203033	08/11/11	EBSCO Industries Inc.	Rate Adjustment	Library	5
203034	08/11/11	West Group	Publications	Library	384
203035	08/11/11	Void	Void	Void	0
203036	08/11/11	Void	Void	Void	0
203037	08/11/11	Void	Void	Void	0
203038	08/12/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	114
203039	08/12/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	47
203040	08/12/11	RYONET	Educational Supplies	School of Arts & Communication	831
203041	08/12/11	Badger Graphics Sales, Inc	Photographic Equipment & Accessories	School of Arts & Communication	859

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203042	08/12/11	Freestyle Photographic Supplies	Photographic Equipment & Accessories	School of Arts & Communication	159
203043	08/12/11	Calumet Photographic, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	1504
203044	08/12/11	Void	Void	Void	0
203045	08/12/11	Free Form Clay & Supply	Art Supplies	School of Arts & Communication	387
203046	08/12/11	The Bodine Group	SCC Retreat Training & Facilitation	Human Resources	4417
203047	08/09/11	Southwestern College	Warehouse Stock Items	HEC at Otay Mesa	344
203048	08/12/11	Datatel, Inc.	Conference Registration	Institutional Technology	1800
203049	08/12/11	Keenan & Associates	Protected Insurance Programs	Risk Management	122726
203050	08/12/11	Mission Janitorial	Janitorial Supplies	Custodial	535
203051	08/12/11	National Cinemedia Llc	Cinema Ads Fall 2011	Communications, Community & Gov Relations	5015
203052	08/12/11	Michelle E. Williams	Lipp Family Foundation Scholarship	School of Math Science & Engineering	1880
203053	08/12/11	Office Depot Business Services Division	Office Supplies	Risk Management	161
203054	08/12/11	Office Depot Business Services Division	Office Supplies	Multimedia Services	101
203055	08/12/11	Office Depot Business Services Division	Office Supplies	Custodial	627
203056	08/12/11	Simply the Best Promotions	Promotional Supplies	HEC at National City	258
203057	08/12/11	United Parcel Service	UPS Charges	Warehouse	59
203058	08/12/11	James G. Schalin	Expense Reimbursement	San Diego Contracting Opportunities Center	59
203059	08/12/11	Void	Void	Void	0
203060	08/12/11	Virco Manufacturing Corp	Furniture	School of Business Professional & Tech Ed	8525
203061	08/01/11	Southwestern College	Warehouse Stock Items	Superintendent/President	180
203062	08/12/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	28
203063	08/15/11	Football Athletic Conference	Track/Field Management Fee	School of Health Exercise Science & Athletics	900
203064	08/15/11	Liebert Cassidy Whitmore	Legal Services	Business & Financial Affairs	52
203065	08/15/11	Southern Calif. Football Assoc.	Dues	School of Health Exercise Science & Athletics	1800
203066	08/15/11	Stutz Artiano Shinoff & Holtz	Legal Services	Business & Financial Affairs	1617
203067	08/15/11	California Schools Dental Coalition	Delta Dental	Benefits	65343
203068	08/15/11	CCCFA	Memberships	School of Health Exercise Science & Athletics	145
203069	08/15/11	Community College League of California	Memberships	School of Health Exercise Science & Athletics	7510
203070	08/15/11	Theodore G. Overly	Retiree Reimbursement Medicare B	Benefits	902
203071	08/15/11	Managed Health Network	EAP Billing for July and August	Benefits	2040
203072	08/09/11	Community College Search Services	S/P Search 1st Increment	Human Resources	13000
203073	08/15/11	Digicert	SSL Certificates	Institutional Technology	288
203074	08/15/11	Learning Ally, Inc.	Books	Library	620
203075	08/15/11	West Group	California Desktop Codes	Student Services	58
203076	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203077	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203078	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203079	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203080	08/15/11	4C/SD	Memberships	Staff Development	125
203081	08/15/11	More Direct Inc	Computers & Peripherals	Institutional Research Planning & Grants	169
203082	08/15/11	Dell Marketing L.P.	Computers & Peripherals	Risk Management	169
203083	08/15/11	Schi Computer Products Inc	Computers & Peripherals	Risk Management	414
203084	08/15/11	Office Depot Business Services Division	Office Supplies	San Diego Contracting Opportunities Center	38
203085	08/15/11	Pacific Ergonomics	Ergonomic Supplies and Equipment	Risk Management	463
203086	08/15/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	450
203087	08/15/11	Judith A. Gennette	Retiree Reimbursement Medicare B	Benefits	109
203088	08/15/11	NCCCF	Memberships	Institutional Research Planning & Grants	450
203089	08/15/11	Office Depot Business Services Division	Office Supplies	Instructional Support Services	136
203090	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203091	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203092	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203093	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203094	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203095	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203096	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203097	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203098	08/15/11	SWC General Fund	Internal Fund Transfer	Program Review - Seville	8268
203099	08/15/11	Steele Plumbing, Inc	Plumbing Services	Maintenance	408
203100	08/15/11	Federal Express	Express Mailing Services	Admissions & Records	20
203101	08/15/11	SWC General Fund	Labor for Beams and Lattice	Program Review - Seville	7615
203102	08/15/11	Seville Construction Services	Contractor Services	Program Review - Seville	5562

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203103	08/15/11	Reprohaus Corporation	Reproduction Services	Program Review - Seville	2793
203104	08/15/11	Seville Construction Services	Program Management	Program Review - Seville	104223
B1905	08/15/11	US Food Services	Program Supplies	Food Services	1735
B1906	07/19/11	American Red Cross	Open Order for Student Certification	Crown Cove Aquatic Center	1200
B1907	7/19/11	American Red Cross	Open Order for Training Supplies	Crown Cove Aquatic Center	1200
B1908	7/26/11	Laerdal Medical Corp.	Open Order for Medical Supplies	Crown Cove Aquatic Center	2500
B1909	08/02/11	AA Equipment	Open Order for Grounds Supplies	Grounds	2000
B1910	08/02/11	Hydro-Scape Products	Open Order for Grounds Supplies	Grounds	5000
B1911	08/02/11	Martinez Farms, Inc.	Open Order for Grounds Supplies	Grounds	5000
B1912	08/03/11	SWC Campus Store	Open Order for Fall 2011 Book service	EOPS	272600
B1913	08/11/11	ABCANA Industries	Open Order for Pool Supplies	Maintenance	20000
B1914	08/11/11	Airgas West	Open Order for Maintenance Supplies	Maintenance	10000
B1915	08/11/11	Chevron Products Co.	Open Order for Maintenance Supplies	Maintenance	10000
B1916	08/12/11	Niles Biological	Open Order for Educational Supplies	School of Math Science & Engineering	1300

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202892	08/03/11	Office Depot Business Services Division	Office Supplies	Disability Support Services	55
202946	08/08/11	Western Interpreting Network	Interpreting Services	Disability Support Services	738
202947	08/08/11	John Wiley & Sons Inc.	Publications	Disability Support Services	180
202948	08/08/11	Office Depot Business Services Division	Office Supplies	Disability Support Services	314
202976	08/09/11	Western Interpreting Network	Interpreting Services	Disability Support Services	123
B1912	08/03/11	SWC Campus Store	Open Order for Fall 2011 Book service	EOPS	272600
202598	7/25/11	Canvaswork Inc.	Maintenance Equipment	Facilities Operations & Planning	454
202627	7/25/11	Digital I/O Llc	Printer Repair	Facilities Operations & Planning	75
202708	7/26/11	Advantage Business Equipment	Repair Office Equipment	Facilities Operations & Planning	98
202734	7/27/11	Jenny Freeman	Expense Reimbursement	Facilities Operations & Planning	29
202757	7/27/11	Robert E. Womack, J.	Expense Reimbursement	Facilities Operations & Planning	45
202774	7/28/11	Rydin Decal	Parking Permits	Facilities Operations & Planning	11473
202809	7/28/11	CF Huvar III General Contractor	Equipment Repair	Facilities Operations & Planning	2000
202904	08/04/11	Better Office Supply, Inc.	Office Supplies	Facilities Operations & Planning	71
202928	08/04/11	Digital I/O Llc	Repair of Printer	Facilities Operations & Planning	263
202931	08/04/11	Mhz Communications	Repairs	Facilities Operations & Planning	431
202936	08/08/11	BJ's Rentals	Rental of Roller	Facilities Operations & Planning	300
202513	7/19/11	Southwestern College	Warehouse Stock Items	Financial Aid	597
202693	7/26/11	Chapman University	Conference Registration	Financial Aid	65
108431	7/25/11	Tiscor	Tax on Annual Maintenance Agreement	Financial Services	138
202505	7/19/11	More Direct Inc	Toner Cartridges	Financial Services	303
202638	7/25/11	West Group	Overage Warrant Reissue	Financial Services	452
202896	08/03/11	Federal Express	Express Mailing Services	Financial Services	23
202897	08/03/11	Waxie Sanitary Supply	Janitorial Supplies	Financial Services	317
202901	08/04/11	SWC Campus Store	COTOP Allocation	Financial Services	381
202997	08/10/11	Caporicci & Larson	Audit Services	Financial Services	25000
203005	08/07/11	Southwestern College	Warehouse Stock Items	Financial Services	180
B1905	08/15/11	US Food Services	Program Supplies	Food Services	1735
202736	7/27/11	SWC Cafeteria	Business/Expense Related	Governing Board	77
202737	7/27/11	SWC Cafeteria	Business/Expense Related	Governing Board	124
202695	7/26/11	Turf Maker	Horticulture Materials & Supplies	Grounds	8922
202755	7/27/11	Home Depot	Grounds Supplies	Grounds	1427
202884	08/02/11	Home Depot	Grounds Supplies	Grounds	794
B1909	08/02/11	AA Equipment	Open Order for Grounds Supplies	Grounds	2000
B1910	08/02/11	Hydro-Scape Products	Open Order for Grounds Supplies	Grounds	5000
B1911	08/02/11	Martinez Farms, Inc.	Open Order for Grounds Supplies	Grounds	5000
202503	7/19/11	Block Scientific	Scientific Supplies & Equipment	HEC at National City	3682
202547	7/20/11	Cynthia K. Nagura	Expense Reimbursement	HEC at National City	345
202562	7/21/11	Nasco West	Educational Supplies	HEC at National City	149
202571	7/21/11	United Cleaners Supply Inc	Janitorial Supplies	HEC at National City	826
202580	7/17/11	Southwestern College	Warehouse Stock Items	HEC at National City	605
202603	7/25/11	Stanbio Laboratory, Inc.	Medical Supplies	HEC at National City	2820
202604	7/25/11	VWR International	Scientific Supplies & Equipment	HEC at National City	484
202620	7/25/11	National School District	Bus Transportation-Program Excursion	HEC at National City	200
202621	7/25/11	National School District	Bus Transportation-Program Excursion	HEC at National City	200
202622	7/25/11	National School District	Bus Transportation-Program Excursion	HEC at National City	200
202632	7/26/11	Core Laboratory Supplies, Inc.	Laboratory Supplies	HEC at National City	252
202634	7/25/11	Patrice A. Milkovich	Expense Reimbursement	HEC at National City	646
202744	7/27/11	Henry Schein Inc	Dental Lab Training Supplies	HEC at National City	9973
202747	7/27/11	Vickie J. Kimbrough Walls	Expense Reimbursement	HEC at National City	312
202750	7/27/11	Medialab, Inc.	Online Compliance & CE Courses	HEC at National City	545
202768	7/28/11	Cardinal Health	Lab Supplies	HEC at National City	7633
202858	08/02/11	Dentsply International	Medical Supplies	HEC at National City	1162
202879	08/02/11	A-B-Cpr & First Aid Training Inc	Training for MEFC	HEC at National City	1500
202942	08/08/11	Henry Schein Inc	Medical Supplies	HEC at National City	1483
202974	08/09/11	Kesa M. Hopkins	Expense Reimbursement	HEC at National City	37
202983	08/09/11	Ultradent Products Inc	Medical Supplies	HEC at National City	296
203008	08/10/11	Office Depot Business Services Division	Office Supplies	HEC at National City	450
203015	08/11/11	Cynthia K. Nagura	Expense Reimbursement	HEC at National City	297
203016	08/11/11	Cynthia K. Nagura	Expense Reimbursement	HEC at National City	83
203019	08/11/11	Amerifile	Office Supplies	HEC at National City	864

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202814	08/01/11	Office Depot Business Services Division	Office Supplies	Assessment	112
202618	7/25/11	Elizabeth F. Sisco	Expense Reimbursement	Benefits	60
202839	08/01/11	Carole E. Eklund	Retiree Reimbursement Medicare B	Benefits	919
202840	08/01/11	LoEttu E. Challis	Retiree Reimbursement Medicare B	Benefits	67
203067	08/15/11	California Schools Dental Coalition	Delta Dental	Benefits	63343
203070	08/15/11	Theodore G. Overly	Retiree Reimbursement Medicare B	Benefits	902
203071	08/15/11	Managed Health Network	EAP Billing for July and August	Benefits	2040
203087	08/15/11	Judith A. Gennette	Retiree Reimbursement Medicare B	Benefits	109
202568	7/21/11	Association of Community College Trustees	Memberships	Business & Financial Affairs	5377
202899	08/04/11	Dannis Woliver Kelley	Legal Services	Business & Financial Affairs	27911
203024	08/11/11	Keenan & Associates	SETECH	Business & Financial Affairs	8816
203064	08/15/11	Liebert Cassidy Whitmore	Legal Services	Business & Financial Affairs	52
203066	08/15/11	Stutz Artiano Shinoff & Hoftz	Legal Services	Business & Financial Affairs	1617
202871	05/10/11	Southwestern College	Warehouse Stock Items	Cafeteria	11
202872	06/26/11	Southwestern College	Warehouse Stock Items	Cafeteria	52
202893	07/17/11	Southwestern College	Warehouse Stock Items	Campus Bookstore	99
202905	08/04/11	Home Depot	Bookstore Supplies	Campus Bookstore	41
202979	08/09/11	Office Depot Business Services Division	Office Supplies	Campus Bookstore	56
202572	7/18/11	Southwestern College	Warehouse Stock Items	Cashiering	47
202574	7/18/11	Southwestern College	Warehouse Stock Items	Cashiering	112
202613	7/25/11	Ara M. Bacani	Overage Warrant Reissue	Cashiering	98
202616	7/25/11	Ethan J. Blair	Overage Warrant Reissue	Cashiering	64
202623	7/25/11	Heidemarie Edwards	Overage Warrant Reissue	Cashiering	15
202624	7/25/11	Rosario M. San Martin	Overage Warrant Reissue	Cashiering	243
202625	7/25/11	Rosa M. Aguilera	Overage Warrant Reissue	Cashiering	42
202626	7/25/11	Samuel Morales-Osuna	Overage Warrant Reissue	Cashiering	104
202644	7/25/11	Tilson T. Zinamon	Overage Warrant Reissue	Cashiering	206
202645	7/25/11	Roberto J. Partida	Overage Warrant Reissue	Cashiering	546
202647	7/25/11	Mayra P. Landeros	Overage Warrant Reissue	Cashiering	286
202663	7/26/11	One Step Ahead	Book And Video Suppliers	Child Development Center	581
202703	7/26/11	San Diego Miramar College	Officer Training	College Police Department	13
202704	7/26/11	San Diego Miramar College	Officer Training	College Police Department	13
202742	7/27/11	Arjis	Computers & Peripherals	College Police Department	804
202758	7/28/11	Ricardo Suarez	Expense Reimbursement	College Police Department	113
202759	7/28/11	CPOA	Publications	College Police Department	55
202760	7/28/11	County of San Diego - RCS	Radio Frequency Network Usage	College Police Department	1426
202761	7/28/11	Barry's Security Services, Inc	Security Guard Services	College Police Department	10892
202842	08/01/11	Equifax Information Services	Credit Check Services	College Police Department	7
202965	08/09/11	County of San Diego-RCS	Police Radios	College Police Department	1426
203018	08/11/11	AlcoPro, Inc.	Law Enforcement Supplies	College Police Department	257
203025	08/11/11	More Direct Inc	Privacy Filters	College Police Department	584
202508	7/19/11	Vocus Inc.	News Monitoring & Distribution	Communications, Community & Gov Relations	9695
202707	7/25/11	Silvia L. Comejo-Darcy	Expense Reimbursement	Communications, Community & Gov Relations	200
202775	7/28/11	San Diego Neighborhood	Display Advertising	Communications, Community & Gov Relations	758
202859	08/02/11	El Latino Newspaper	Advertising Services	Communications, Community & Gov Relations	507
202980	08/09/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	758
203007	08/10/11	El Latino Newspaper	Advertising Services	Communications, Community & Gov Relations	507
203009	08/10/11	Sir Speedy	Promotional Supplies	Communications, Community & Gov Relations	3176
203029	08/11/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	567
203030	08/11/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	550
203051	08/12/11	National Cinemedia Llc	Cinema Ads Fall 2011	Communications, Community & Gov Relations	5015
203086	08/15/11	San Diego Neighborhood	Advertising Services	Communications, Community & Gov Relations	450
202827	08/01/11	SWC General Fund	Purchase of Parking Permits	Continuing Education	770
202841	08/01/11	Education to Go	Online Courses	Continuing Education	1250
B1906	07/19/11	American Red Cross	Open Order for Student Certification	Crown Cove Aquatic Center	1200
B1907	7/19/11	American Red Cross	Open Order for Training Supplies	Crown Cove Aquatic Center	1200
B1908	7/26/11	Laerdal Medical Corp.	Open Order for Medical Supplies	Crown Cove Aquatic Center	2500
203050	08/12/11	Mission Janitorial	Janitorial Supplies	Custodial	535
203055	08/12/11	Office Depot Business Services Division	Office Supplies	Custodial	627
202748	7/27/11	Western Interpreting Network	Sign Language Services	Disability Support Services	984
202890	08/03/11	Western Interpreting Network	Interpreting Services	Disability Support Services	984

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203073	08/15/11	Digicert	SSL Certificates	Institutional Technology	288
203031	08/10/11	Southwestern College	Warehouse Stock Items	Instructional Support Services	12
203089	08/15/11	Office Depot Business Services Division	Office Supplies	Instructional Support Services	136
202605	7/25/11	Coutts Information Services	Bookstore Merchandise	Library	2378
202612	7/25/11	Amazon.Com Credit	Books	Library	284
202628	7/26/11	Coutts Information Services	books	Library	2181
202648	7/26/11	Gale	Books	Library	151
202676	7/25/11	Matthew Bender & Company Inc	Subscription Renewal	Library	2229
202677	7/25/11	Marquis Who's Who	Publications	Library	374
202678	7/25/11	Infobase Publishing	Publications	Library	116
202766	7/28/11	Angel A. Marquez	Refund, Library Book Returned	Library	27
202770	7/28/11	Mario J. Salazar	Refund, Library Book Returned	Library	101
202880	08/02/11	Coutts Information Services	Books	Library	884
202885	08/02/11	Nolo	Books	Library	209
203033	08/11/11	EBSCO Industries Inc.	Rate Adjustment	Library	5
203034	08/11/11	West Group	Publications	Library	384
203074	08/15/11	Learning Ally, Inc.	Books	Library	620
202504	7/19/11	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	73
202506	7/19/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	222
202526	7/20/11	San Diego Burke Engineering Co.	HVAC Sensor	Maintenance	101
202527	7/17/11	Southwestern College	Warehouse Stock Items	Maintenance	92
202548	7/20/11	Home Depot	Miscellaneous Supplies	Maintenance	512
202566	7/21/11	ABC School Equipment Inc.	Markerboards	Maintenance	2268
202567	7/21/11	Waxie Sanitary Supply	Janitorial Supplies	Maintenance	244
202577	7/19/11	Southwestern College	Warehouse Stock Items	Maintenance	18
202579	7/21/11	The Hose Pros	Hose Fabrications	Maintenance	200
202592	7/25/11	Home Depot	Miscellaneous Supplies	Maintenance	40
202629	7/25/11	Vinyard Doors, Inc.	Door Repair	Maintenance	135
202637	7/25/11	Home Depot	Window Blinds	Maintenance	147
202690	7/26/11	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	132
202691	7/26/11	Johnstone Supply	HVAC Supplies	Maintenance	578
202692	7/26/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	245
202745	7/27/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	116
202746	7/27/11	MSC Industrial Supply	Miscellaneous Hardware	Maintenance	1897
202771	7/28/11	Mc Master-Carr Supply Company	Miscellaneous Supplies	Maintenance	38
202811	08/01/11	Hawthorne Lift Systems	Auto Parts and Supplies	Maintenance	1533
202857	08/02/11	Arctic Supply	HVAC Supplies	Maintenance	84
202861	08/02/11	Golf Ventures West	Auto Parts and Supplies	Maintenance	2023
202862	08/02/11	Cable, Pipe & Leak Detection	Plumbing Services	Maintenance	220
202882	08/02/11	Dunn-Edwards Paints	Paint Supplies	Maintenance	21
202883	08/02/11	Home Depot	Maintenance Supplies	Maintenance	622
202889	08/03/11	AA Equipment	Auto Parts and Supplies	Maintenance	1703
202907	08/04/11	Southland Technology	Test Generator	Maintenance	1156
202919	08/01/11	Southwestern College	Warehouse Stock Items	Maintenance	381
202929	08/04/11	Dunn-Edwards Paints	Paint Supplies	Maintenance	187
202932	08/04/11	Vinyard Doors, Inc.	Repair Overhead Door	Maintenance	495
202943	08/08/11	Honeywell Inc.	Replace North Bus Bldg. 102A	Maintenance	4215
202973	08/09/11	AA Equipment	Auto Parts and Supplies	Maintenance	866
202975	08/09/11	California Electric Supply	Electrical Equipment and Supplies	Maintenance	1233
202989	08/09/11	Ocean Blue Environmental	Remove X-ray machine	Maintenance	225
203006	08/10/11	Arctic Supply	HVAC Supplies	Maintenance	1026
203021	08/11/11	Arctic Supply	HVAC Supplies	Maintenance	68
203022	08/11/11	Arctic Supply	HVAC Supplies	Maintenance	136
203026	08/11/11	MSC Industrial Supply	Maintenance Supplies	Maintenance	34
203027	08/11/11	MSC Industrial Supply	Maintenance Supplies	Maintenance	119
203099	08/15/11	Steele Plumbing, Inc	Plumbing Services	Maintenance	408
B1913	08/11/11	ABCANA Industries	Open Order for Pool Supplies	Maintenance	20000
B1914	08/11/11	Airgas West	Open Order for Maintenance Supplies	Maintenance	10000
B1915	08/11/11	Chevron Products Co.	Open Order for Maintenance Supplies	Maintenance	10000
202994	08/09/11	Southwestern College	Warehouse Stock Items	Multimedia Services	712
202995	08/04/11	Southwestern College	Warehouse Stock Items	Multimedia Services	712

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203020	08/11/11	Amerifile	Office Supplies	HEC at National City	206
203023	08/11/11	Cardinal Health	Office Equipment	HEC at National City	2279
203056	08/12/11	Simply the Best Promotions	Promotional Supplies	HEC at National City	258
202564	7/21/11	Best Price Products	Medical Training Equipment	HEC at Otay Mesa	195
202611	7/26/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	42
202633	7/26/11	Apperson Print Resources Inc.	Forms	HEC at Otay Mesa	59
202643	7/26/11	Joanne K. Stonecipher	Expense Reimbursement	HEC at Otay Mesa	385
202685	7/26/11	San Diego Pet Supply	Utility Pails	HEC at Otay Mesa	274
202780	7/28/11	Hardy Diagnostics	Medical Supplies	HEC at Otay Mesa	200
202781	7/28/11	Biorad Laboratories	Scientific Supplies & Equipment	HEC at Otay Mesa	234
202783	7/28/11	Stanbio Laboratory, Inc.	Scientific Supplies & Equipment	HEC at Otay Mesa	284
202801	7/28/11	Theodore R. Niles	Lab Animals	HEC at Otay Mesa	885
202802	7/28/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	28
202818	08/01/11	WFYI Store	Audio Video Supplies	HEC at Otay Mesa	29
202821	08/01/11	Mc Master-Carr Supply Company	Steel Wagon	HEC at Otay Mesa	1175
202822	08/01/11	Flinn Scientific, Inc.	Educational Supplies	HEC at Otay Mesa	174
202823	08/01/11	Southland Technology	Computers & Peripherals	HEC at Otay Mesa	53
202824	08/01/11	Progressive Medical International	Medical Supplies	HEC at Otay Mesa	4451
202828	08/01/11	Network Resources Inc	Toner Cartridges	HEC at Otay Mesa	116
202829	08/01/11	Moore Medical, LLC	Medical Supplies	HEC at Otay Mesa	620
202838	08/01/11	Southwestern College	Warehouse Stock Items	HEC at Otay Mesa	145
202849	08/02/11	The Livery Feed & Ranch	Tanks	HEC at Otay Mesa	405
202850	08/02/11	Fire Protection Publications	Books	HEC at Otay Mesa	145
202854	08/02/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	85
202856	08/02/11	Uline	Office Supplies	HEC at Otay Mesa	561
202866	08/02/11	Pocket Nurse Enterprises	Educational Supplies	HEC at Otay Mesa	391
202867	08/02/11	VWR International	Educational Supplies	HEC at Otay Mesa	775
202909	08/04/11	AEP California LLC	Transfer Kit for Push Bumper	HEC at Otay Mesa	75
202910	08/04/11	M-F Athletic Company	Educational Supplies	HEC at Otay Mesa	140
202914	08/04/11	Fire Etc	Fire Equipment and Supplies	HEC at Otay Mesa	5710
202915	08/04/11	Pocket Nurse Enterprises	Medical Supplies	HEC at Otay Mesa	572
202916	08/04/11	Pocket Nurse Enterprises	Medical Supplies	HEC at Otay Mesa	150
202918	08/04/11	School Outfitters	Mobile Storage Cabinet	HEC at Otay Mesa	551
202920	07/31/11	Southwestern College	Warehouse Stock Items	HEC at Otay Mesa	18
202934	08/04/11	Anne Bower	Expense Reimbursement	HEC at Otay Mesa	129
203047	08/09/11	Southwestern College	Warehouse Stock Items	HEC at Otay Mesa	344
203062	08/12/11	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	28
202675	7/25/11	Silvia L. Cornejo-Darcy	Expense Reimbursement	HEC at San Ysidro	56
202825	08/01/11	Office Depot Business Services Division	Office Supplies	HEC at San Ysidro	747
108435	08/11/11	Mazie Brewington	Expense Reimbursement	Human Resources	538
202511	7/19/11	Office Depot Business Services Division	Office Supplies	Human Resources	120
202569	7/21/11	Bertha R. Williams	Tuition Reimbursement	Human Resources	200
202591	7/20/11	Southwestern College	Warehouse Stock Items	Human Resources	203
202597	7/25/11	Jobelephant.Com Inc	Employment Advertising	Human Resources	75
202617	7/25/11	The Bodine Group	Consulting Services	Human Resources	3161
202635	7/25/11	The Bodine Group	Consulting Services	Human Resources	7766
202646	7/25/11	The Bodine Group	Consulting Services	Human Resources	1724
202753	7/27/11	Sharp Rees Stealy Medical Ctrs	Pre-employment Physical	Human Resources	49
202815	08/01/11	Southland Technology	Computers & Peripherals	Human Resources	175
203046	08/12/11	The Bodine Group	SCC Retreat Training & Facilitation	Human Resources	4417
203072	08/09/11	Community College Search Services	S/P Search 1st Increment	Human Resources	13000
202689	7/26/11	Ecivis, Inc.	Grants Software License	Institutional Research & Planning	4998
202812	04/27/11	Southwestern College	Warehouse Stock Items	Institutional Research Planning & Grants	36
203011	08/10/11	Dell Marketing L.P.	Computers & Peripherals	Institutional Research Planning & Grants	32
203081	08/15/11	More Direct Inc	Computers & Peripherals	Institutional Research Planning & Grants	169
203088	08/15/11	NCCCF	Memberships	Institutional Research Planning & Grants	450
202595	7/25/11	Datatel, Inc.	Computers & Peripherals	Institutional Technology	1800
202596	7/25/11	Datatel, Inc.	Computers & Peripherals	Institutional Technology	130
202978	08/09/11	Office Depot Business Services Division	Office Supplies	Institutional Technology	128
202984	08/09/11	Dexon Computer, Inc.	Computers & Peripherals	Institutional Technology	548
203048	08/12/11	Datatel, Inc.	Conference Registration	Institutional Technology	1800

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202998	08/10/11	Southwestern College	Warehouse Stock Items	Multimedia Services	800
203054	08/12/11	Office Depot Business Services Division	Office Supplies	Multimedia Services	101
202666	7/25/11	Student Award	Student Scholarship	Nursing	750
202667	7/25/11	Student Award	Student Scholarship	Nursing	750
202668	7/25/11	Student Award	Student Scholarship	Nursing	750
202669	7/25/11	Student Award	Student Scholarship	Nursing	750
202670	7/25/11	Student Award	Student Scholarship	Nursing	750
202665	7/25/11	Claudia Harbin	Parking Reimbursement	Parking Services	15
202894	08/03/11	Steven L. Brown	Refund for Daily Permit	Parking Services	6
202895	08/03/11	Alvaro F. Valera	Refund for Daily Permit	Parking Services	7
203014	08/11/11	Rosana K. Pedroza	Refund for Daily Permit	Parking Services	3
202639	7/25/11	Gisel C. Moreno	Overage Warrant Reissue	Payroll Services	297
202641	7/25/11	Maria M. Lott	Overage Warrant Reissue	Payroll Services	8
202836	08/01/11	Jeffery E. Duarte	Overage Warrant Reissue	Payroll Services	8
202837	08/01/11	Christine Amezcua	Overage Warrant Reissue	Payroll Services	532
202843	08/01/11	Gerard N. Stewart	Overage Warrant Reissue	Payroll Services	88
202845	08/01/11	Nathan Renteria	Overage Warrant Reissue	Payroll Services	821
202846	08/01/11	Omar Suarez	Overage Warrant Reissue	Payroll Services	88
202848	08/01/11	Veronica Ramirez	Overage Warrant Reissue	Payroll Services	64
202927	08/04/11	Anthony M. Villanueva	Overage Warrant Reissue	Payroll Services	272
202930	08/04/11	Martin A. Mitchell, Jr.	Overage Warrant Reissue	Payroll Services	472
202966	08/09/11	Stephen A. Navarro	Overage Warrant Reissue	Payroll Services	144
202673	7/25/11	Elizabeth M. Valdez	Expense Reimbursement	Police Academy	17
203012	08/10/11	Unisource	Paper Supplies	Print Shop	392
202524	7/20/11	Henrikson Owen & Associates	Consulting Services	Program Review - Seville	3600
202614	7/25/11	BCA Architecture Planning Interiors	Consulting Services	Program Review - Seville	5353
202636	7/25/11	NTD Architects, Inc.	Consulting Services	Program Review - Seville	1200
202709	7/26/11	NTD Architects, Inc.	Consulting Services	Program Review - Seville	1200
202749	7/27/11	Anton's Services, Inc.	Classroom Removal Services	Program Review - Seville	11030
202762	7/28/11	Echo Pacific Construction Co.	Construction Management	Program Review - Seville	624535
202798	7/28/11	Fordyce Construction, Inc.	Retention Payment Release	Program Review - Seville	37525
202799	7/28/11	BCA Architecture Planning Interiors	Consulting Services	Program Review - Seville	5400
202800	7/28/11	BCA Architecture Planning Interiors	Consulting Services	Program Review - Seville	5980
202810	08/01/11	Department of General Services	DSA Fees	Program Review - Seville	3921
202881	08/02/11	Douglas E. Barnhart Inc	Contractor Services	Program Review - Seville	14500
202887	07/28/11	SWC General Fund	SWC Brett White Salary	Program Review - Seville	5132
202888	08/03/11	Chula Vista Alarm Co	Alarm System	Program Review - Seville	5678
202990	08/09/11	BRG Consulting, Inc.	Mitigated Declaration Report	Program Review - Seville	924
202991	08/09/11	BRG Consulting, Inc.	Mitigated Declaration Report	Program Review - Seville	924
202992	08/09/11	A Good Sign	Signage	Program Review - Seville	575
203098	08/15/11	SWC General Fund	Internal Fund Transfer	Program Review - Seville	8268
203101	08/15/11	SWC General Fund	Labor for Beams and Lattice	Program Review - Seville	7615
203102	08/15/11	Seville Construction Services	Contractor Services	Program Review - Seville	5562
203103	08/15/11	Reprohaus Corporation	Reproduction Services	Program Review - Seville	2793
203104	08/15/11	Seville Construction Services	Program Management	Program Review - Seville	104225
108433	08/01/11	Henry Schein Inc	Annual Renewal Computer Software	Purchasing Contracting & Central Services	1400
108434	08/02/11	Verizon Wireless	Cellular Services	Purchasing Contracting & Central Services	20602
108436	08/12/11	Image Source	Annual Renewal Equipment	Purchasing Contracting & Central Services	1750
202743	7/27/11	Better Office Supply, Inc.	Office Supplies	Purchasing Contracting & Central Services	1473
202754	7/27/11	United Parcel Service	Parcel Mailing Services	Purchasing Contracting & Central Services	57
203010	08/10/11	Dell Marketing L.P.	Computers & Peripherals	Purchasing Contracting & Central Services	432
202593	7/25/11	Keenan & Associates	Consulting Services	Risk Management	980
202600	7/25/11	Office Depot Business Services Division	Office Supplies	Risk Management	281
202664	7/25/11	Federal Express	Postal Services & Supplies	Risk Management	20
202694	7/26/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	228
202701	7/26/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	673
202702	7/26/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	713
202752	7/27/11	Pacific Ergonomics	Ergonomic Office Items	Risk Management	600
202769	7/28/11	Cintas First Aid & Safety	Safety Supplies	Risk Management	230
202864	08/02/11	Youth Insurance Agency, Inc.	College Mandatory Insurance	Risk Management	137211
202937	08/08/11	Keenan & Associates	Property & Liability Admin Fee	Risk Management	1328

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202944	08/08/11	Keenan & Associates	Chubb Group of Insurance	Risk Management	4977
202945	08/08/11	Keenan & Associates	Property & Liability Admin Fee	Risk Management	1167
202949	08/08/11	Pacific Ergonomics	Ergonomic Supplies and Equipment	Risk Management	400
202977	08/09/11	Grossmont Emergency Medical Group	Medical Services	Risk Management	282
202981	08/09/11	Sharp Grossmont Hospital	Medical Services	Risk Management	789
202982	08/09/11	Sharp Rees Stealy Medical Ctrs	Medical Services	Risk Management	69
203049	08/12/11	Keenan & Associates	Protected Insurance Programs	Risk Management	122726
203053	08/12/11	Office Depot Business Services Division	Office Supplies	Risk Management	161
203082	08/15/11	Dell Marketing L.P.	Computers & Peripherals	Risk Management	169
203083	08/15/11	Sehi Computer Products Inc	Computers & Peripherals	Risk Management	414
203085	08/15/11	Pacific Ergonomics	Ergonomic Supplies and Equipment	Risk Management	463
108432	7/26/11	Point Loma Nazarene University	Open PO - Office Leasing	San Diego Contracting Opportunities Center	19440
202681	7/20/11	Bytes, Inc.	Consulting Services	San Diego Contracting Opportunities Center	6330
202863	08/02/11	Opex Communications, Inc	Telephone Charges	San Diego Contracting Opportunities Center	4
202886	08/02/11	Rachel L. Fischer	Expense Reimbursement	San Diego Contracting Opportunities Center	20
203058	08/12/11	James G. Schalin	Expense Reimbursement	San Diego Contracting Opportunities Center	59
203084	08/15/11	Office Depot Business Services Division	Office Supplies	San Diego Contracting Opportunities Center	38
202515	7/20/11	Paul C. Buff Inc.	Photographic Equipment & Accessories	School of Arts & Communication	531
202516	7/20/11	Mark J. Perlmutter	Photographic Equipment & Accessories	School of Arts & Communication	890
202517	7/20/11	B & H Photo Video, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	391
202563	7/21/11	Samy's Camera	Photographic Equipment & Accessories	School of Arts & Communication	10228
202565	7/21/11	More Direct Inc	LaserJet Printer	School of Arts & Communication	1587
202674	7/26/11	Southland Technology	Computers & Peripherals	School of Arts & Communication	4551
202680	7/26/11	More Direct Inc	Wacom Tablets	School of Arts & Communication	7538
202682	7/26/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	87
202686	7/25/11	Orange County Commercial Printing	Printing Services	School of Arts & Communication	3950
202687	7/26/11	Guitar Center, Inc.	Recording Studio Equipment	School of Arts & Communication	8707
202688	7/26/11	Guitar Center, Inc.	Recording Studio Equipment	School of Arts & Communication	849
202697	7/26/11	B & H Photo Video, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	2473
202698	7/26/11	B & H Photo Video, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	295
202764	7/28/11	Pacific Pro Audio	Recording Studio Equipment	School of Arts & Communication	3834
202765	7/28/11	Sehi Computer Products Inc	Ink Cartridges	School of Arts & Communication	1812
202779	7/28/11	Apex Audio	Recording Studio Equipment	School of Arts & Communication	3113
202784	7/28/11	Yanchar Design & Consulting Group	Consulting Services	School of Arts & Communication	1014
202806	7/28/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	274
202865	08/02/11	Home Depot	Art Supplies	School of Arts & Communication	443
202970	08/09/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	142
202972	08/09/11	Freestyle Photographic Supplies	Photographic Equipment & Accessories	School of Arts & Communication	2042
203013	08/11/11	Apple Computer, Inc.	Computers & Peripherals	School of Arts & Communication	108560
203032	08/11/11	Samy's Camera	Photographic Equipment & Accessories	School of Arts & Communication	1469
203038	08/12/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	114
203039	08/12/11	Office Depot Business Services Division	Office Supplies	School of Arts & Communication	47
203040	08/12/11	RYONET	Educational Supplies	School of Arts & Communication	831
203041	08/12/11	Badger Graphics Sales, Inc	Photographic Equipment & Accessories	School of Arts & Communication	859
203042	08/12/11	Freestyle Photographic Supplies	Photographic Equipment & Accessories	School of Arts & Communication	159
203043	08/12/11	Calumet Photographic, Inc.	Photographic Equipment & Accessories	School of Arts & Communication	1504
203045	08/12/11	Free Form Clay & Supply	Art Supplies	School of Arts & Communication	387
108429	7/19/11	Studica, Inc.	Annual License Renewal	School of Business Professional & Tech Ed	1800
202606	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	268
202607	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	111
202608	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	946
202609	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	201
202610	7/26/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	613
202630	7/25/11	Ellen G. Baum	Expense Reimbursement	School of Business Professional & Tech Ed	419
202804	7/28/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	78
202805	7/28/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	471
202826	08/01/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	262
202902	08/04/11	Grainger	Educational Supplies	School of Business Professional & Tech Ed	306
202903	08/04/11	Grainger	Educational Supplies	School of Business Professional & Tech Ed	84
202908	08/04/11	Lynda.Com	Subscription	School of Business Professional & Tech Ed	375
202911	08/04/11	Mason's Saw & Lawn Mower	Educational Supplies	School of Business Professional & Tech Ed	1211

SWC Purchase Order/Blanket Order Report

Board Date: September 14, 2011

Sorted by Department

PO #	Date	Vendor	Service	Department	Cost
202969	08/09/11	Office Depot Business Services Division	Office Supplies	School of Business Professional & Tech Ed	74
202971	08/03/11	Midway Jeep Chrysler	Battery Charger	School of Business Professional & Tech Ed	971
202996	07/14/11	Southwestern College	Warehouse Stock Items	School of Business Professional & Tech Ed	378
203060	08/12/11	Virco Manufacturing Corp	Furniture	School of Business Professional & Tech Ed	8525
202518	7/20/11	B & H Photo Video, Inc.	Audio/Video Tapes	School of Health Exercise Science & Athletics	195
202581	7/25/11	Prime Sports Sales & Design	Athletic Tees	School of Health Exercise Science & Athletics	283
202582	7/25/11	American Medical Response	Standby Ambulance Service, Football	School of Health Exercise Science & Athletics	1388
202583	7/25/11	Marty Gilman Inc	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	105
202586	7/25/11	Office Depot Business Services Division	Office Supplies	School of Health Exercise Science & Athletics	473
202706	7/20/11	Southwestern College	Warehouse Stock Items	School of Health Exercise Science & Athletics	116
202756	7/27/11	Tina L. Recalde	Consulting Services	School of Health Exercise Science & Athletics	550
202767	7/28/11	T-Shirt Wholesale Mart	Athletic Tees	School of Health Exercise Science & Athletics	2170
202777	7/28/11	All American Sports Corp.	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	4423
202778	7/28/11	More Direct Inc	Toner Cartridges	School of Health Exercise Science & Athletics	132
202878	07/25/11	Southwestern College	Warehouse Stock Items	School of Health Exercise Science & Athletics	66
202912	08/04/11	Prime Sports Sales & Design	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	387
202913	08/04/11	Rogers Athletic Company	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	416
202917	08/04/11	Professional Uniforms, Inc.	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	687
202968	08/09/11	Prime Sports Sales & Design	Athletic Supplies and Equipment	School of Health Exercise Science & Athletics	680
203063	08/15/11	Foothill Athletic Conference	Track/Field Management Fee	School of Health Exercise Science & Athletics	900
203065	08/15/11	Southern Calif. Football Assoc.	Dues	School of Health Exercise Science & Athletics	1800
203068	08/15/11	CCCFA	Memberships	School of Health Exercise Science & Athletics	145
203069	08/15/11	Community College League of California	Memberships	School of Health Exercise Science & Athletics	7510
202532	7/20/11	Perry L. Vasquez	Reimbursement for student supplies	School of Languages & Literature	80
202679	7/20/11	GCCCD Auxillary	Memberships	School of Languages & Literature	800
202520	7/20/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	1096
202521	7/20/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	839
202522	7/20/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	1844
202523	7/20/11	Biorad Laboratories	Scientific Supplies & Equipment	School of Math Science & Engineering	889
202584	7/25/11	Flinn Scientific, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	146
202585	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	311
202587	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	192
202588	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	58
202589	7/25/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	279
202590	7/25/11	Sigma Aldrich, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	157
202601	7/18/11	Southwestern College	Warehouse Stock Items	School of Math Science & Engineering	70
202619	7/26/11	Apple Computer, Inc.	iPads	School of Math Science & Engineering	1163
202640	7/25/11	Critical Think, Inc.	Geospatial Technology Workshop	School of Math Science & Engineering	6000
202642	7/25/11	Critical Think, Inc.	Workshop Supplies	School of Math Science & Engineering	700
202660	7/26/11	FAES	Scientific Supplies & Equipment	School of Math Science & Engineering	150
202661	7/26/11	Invitrogen Inc	Scientific Supplies & Equipment	School of Math Science & Engineering	146
202662	7/26/11	Modern Biology, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	429
202683	7/26/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	413
202684	7/26/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	33
202699	7/26/11	Carolina Biological Supply Company	Scientific Supplies & Equipment	School of Math Science & Engineering	712
202700	7/26/11	Carolina Biological Supply Company	Scientific Supplies & Equipment	School of Math Science & Engineering	604
202782	7/28/11	Promega	Scientific Supplies & Equipment	School of Math Science & Engineering	507
202786	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202787	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202788	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202789	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202790	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202791	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202792	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202793	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202794	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202795	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202796	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202797	7/28/11	Student Award	Geospatial Tech Workshop Stipend	School of Math Science & Engineering	1000
202803	7/28/11	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	842
202807	7/28/11	Carolina Biological Supply Company	Scientific Supplies & Equipment	School of Math Science & Engineering	159

SWC Purchase Order/Blanket Order Report

Board Date: September 14, 2011

Sorted by Department

PO #	Date	Vendor	Service	Department	Cost
202808	7/28/11	Theodore R. Niles	Scientific Supplies & Equipment	School of Math Science & Engineering	2525
202817	08/01/11	Ward's Natural Science, Inc.	Educational Supplies	School of Math Science & Engineering	280
202819	08/01/11	Dell Marketing L.P.	Computers & Peripherals	School of Math Science & Engineering	350
202820	08/01/11	Dell Marketing L.P.	Computers & Peripherals	School of Math Science & Engineering	62
202844	08/01/11	IGIS Technologies	Computers & Peripherals	School of Math Science & Engineering	5250
202847	08/01/11	Tad A. Mueller	Stipend Geospatial Technology	School of Math Science & Engineering	1000
202851	08/02/11	Invitrogen Inc	Educational Supplies	School of Math Science & Engineering	63
202852	08/02/11	New England Biolabs	Educational Supplies	School of Math Science & Engineering	376
202853	08/02/11	Pasco Scientific	Educational Supplies	School of Math Science & Engineering	363
202855	08/02/11	Flinn Scientific, Inc.	Educational Supplies	School of Math Science & Engineering	974
202933	08/03/11	Southwestern College	Warehouse Stock Items	School of Math Science & Engineering	177
202935	08/03/11	VWR International	Scientific Supplies & Equipment	School of Math Science & Engineering	175
202938	08/08/11	Fisher Scientific LLC	Scientific Supplies & Equipment	School of Math Science & Engineering	3481
202939	08/08/11	Sigma Aldrich, Inc.	Scientific Supplies & Equipment	School of Math Science & Engineering	93
202940	08/08/11	Niles Biological	Educational Supplies	School of Math Science & Engineering	1185
202941	08/08/11	Niles Biological	Educational Supplies	School of Math Science & Engineering	2493
202967	08/08/11	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	63
203052	08/12/11	Michelle E. Williams	Lipp Family Foundation Scholarship	School of Math Science & Engineering	1880
B1916	08/12/11	Niles Biological	Open Order for Educational Supplies	School of Math Science & Engineering	1300
202519	7/20/11	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School Of Social Sciences & Humanities	18
202615	7/25/11	Bernard Johnson-The Bernard Johnson	Consulting Services	Small Business Development & Intl Trade Ctr	175
202671	7/25/11	Visual Antics	Consulting Services	Small Business Development & Intl Trade Ctr	250
202672	7/25/11	Visual Antics	Consulting Services	Small Business Development & Intl Trade Ctr	300
202813	08/01/11	Office Depot Business Services Division	Office Supplies	Small Business Development & Intl Trade Ctr	570
202816	08/01/11	Staples Business Advantage	Office Supplies	Small Business Development & Intl Trade Ctr	685
202507	7/19/11	S.D. Regional Chamber of Commerce	Memberships	Small Business Development Center	1000
202510	7/19/11	Office Depot Business Services Division	Office Supplies	Small Business Development Center	32
202512	7/19/11	Hewlett Packard Company	Computers & Peripherals	Small Business Development Center	232
202525	7/20/11	Synergy Telecom, Inc.	Telephone Conferencing Station	Small Business Development Center	623
202594	7/25/11	ASBDC	Conference Registration	Small Business Development Center	1685
202860	08/02/11	Federal Express	Express Mailing Services	Small Business Development Center	32
202891	08/03/11	Southland Technology	Computers & Peripherals	Small Business Development Center	39
202509	7/19/11	More Direct Inc	Computers & Peripherals	Staff Development	1630
202599	7/25/11	NISOD	Memberships	Staff Development	995
203080	08/15/11	4C/SD	Memberships	Staff Development	125
202602	7/25/11	Office Depot Business Services Division	Office Supplies	Student Activities	31
202751	7/27/11	Office Depot Business Services Division	Office Supplies	Student Services	215
203028	08/11/11	Office Depot Business Services Division	Office Supplies	Student Services	69
203075	08/15/11	West Group	California Desktop Codes	Student Services	58
202776	7/28/11	SWC Cafeteria	Business/Expense Related	Student Support Services	119
202578	7/21/11	Complete Office	Office Supplies	Superintendent/President	513
202735	7/27/11	Stutz Artiano Shinoff & Holtz	Consulting Services	Superintendent/President	1943
202740	7/27/11	Atkinson, Andelson, Loya, Ruud & Romo	Consulting Services	Superintendent/President	4055
202741	7/27/11	Liebert Cassidy Whitmore	Consulting Services	Superintendent/President	4638
202772	7/28/11	Office Depot Business Services Division	Office Supplies	Superintendent/President	58
203017	08/11/11	Advantage Business Equipment	Office Equipment	Superintendent/President	853
203061	08/01/11	Southwestern College	Warehouse Stock Items	Superintendent/President	180
108430	7/20/11	Void	Void	Void	0
202501	7/19/11	Void	Void	Void	0
202502	7/19/11	Void	Void	Void	0
202514	7/19/11	Void	Void	Void	0
202531	7/20/11	Void	Void	Void	0
202570	7/21/11	Void	Void	Void	0
202573	7/18/11	Void	Void	Void	0
202575	7/18/11	Void	Void	Void	0
202576	7/18/11	Void	Void	Void	0
202631	7/25/11	Void	Void	Void	0
202649	7/26/11	Void	Void	Void	0
202696	7/26/11	Void	Void	Void	0
202705	7/26/11	Void	Void	Void	0
202868	08/02/11	Void	Void	Void	0

SWC Purchase Order/Blanket Order Report
Board Date: September 14, 2011
Sorted by Department

PO #	Date	Vendor	Service	Department	Cost
202869	08/02/11	Void	Void	Void	0
202870	08/02/11	Void	Void	Void	0
202898	08/03/11	Void	Void	Void	0
202900	08/04/11	Void	Void	Void	0
202993	08/09/11	Void	Void	Void	0
203035	08/11/11	Void	Void	Void	0
203036	08/11/11	Void	Void	Void	0
203037	08/11/11	Void	Void	Void	0
203044	08/12/11	Void	Void	Void	0
203059	08/12/11	Void	Void	Void	0
202906	08/04/11	Office Depot Business Services Division	Office Supplies	Warehouse	603
202950	08/08/11	United Parcel Service	UPS Charges	Warehouse	95
202951	08/08/11	United Parcel Service	UPS Charges	Warehouse	45
203057	08/12/11	United Parcel Service	UPS Charges	Warehouse	59

ITEM #23B8

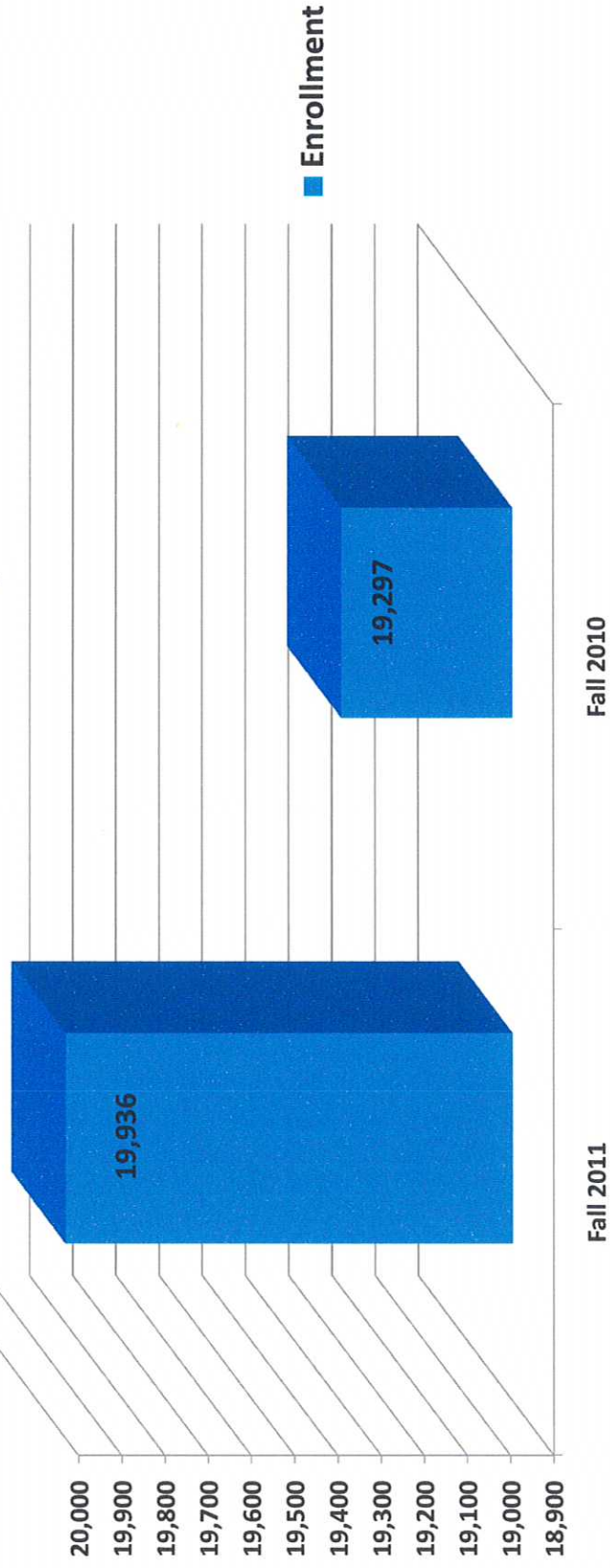
Fall 2011 Enrollment (Headcount) Report

Fall Enrollment	2011	2010	Difference	% Change
Total Enrollment as of				
	19,936 9/6/11	19,297 9/8/10	639	3%
Total Applications submitted as of				
	11,036 6/1/11	11,623 6/1/10	-587	-5%

Compared to the same number of days during the semester.

Prepared by E.Parga 9/6/2011

Fall 2011 Enrollment Report

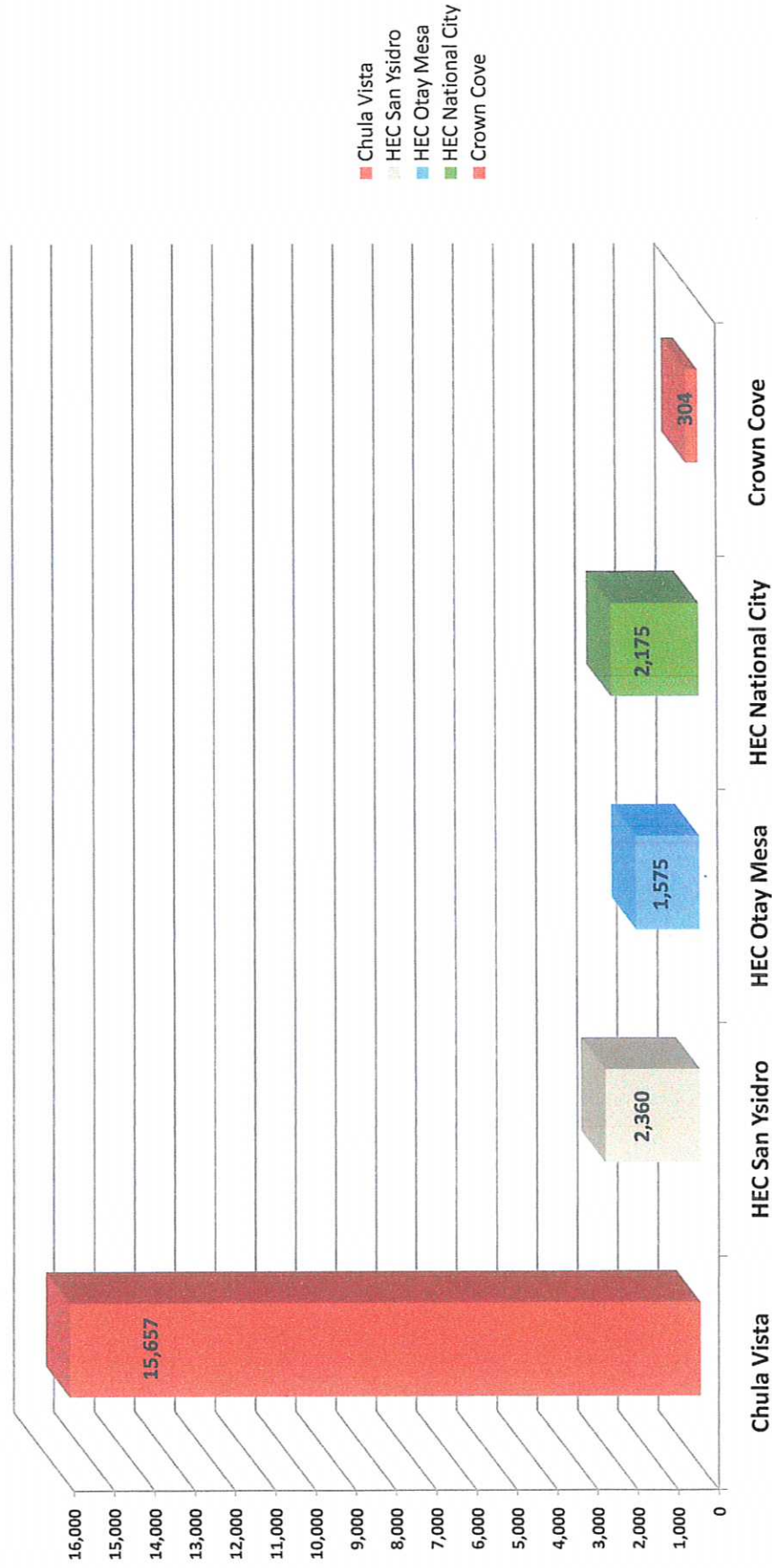


Prepared by Erick Parga, Admissions and Records on 9/6/11

Enrollment Headcount by Location

Fall 2011 Enrollment	Chula Vista	HEC San Ysidro	HEC Otay Mesa	HEC National City	Crown Cove Aquatic Center
Total Enrollment as of	15,657	2,360	1,575	2,175	304
	9/6/11	9/6/11	9/6/11	9/6/11	9/6/11

prepared by E.Parga 9/6/2011



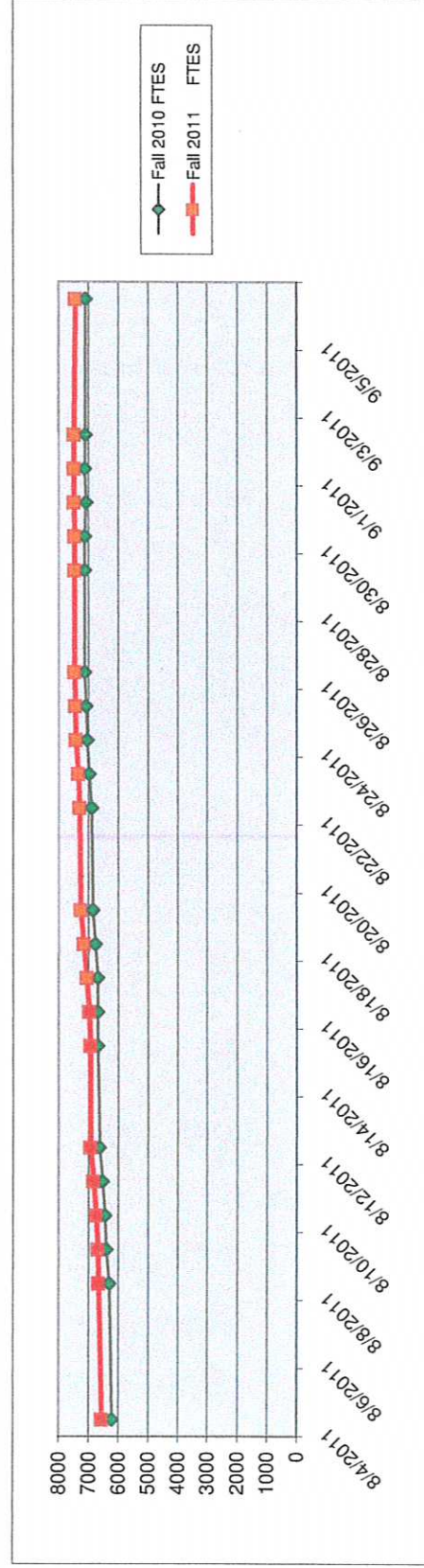
Note: Numbers may vary due to enrollment at multiple sites
Prepared by Erick Parga, Admissions and Records on 9/6/11



SOUTHWESTERN COLLEGE

FTES Comparison Fall 2010 to Fall 2011

Date	Fall 2010 FTES	Fall 2011 FTES	10-11 Change	10-11 Percent of Change	Fall 2010 SCH FTES	Fall 2011 SCH FTES	10-11 Change	10-11 Percent	Fall 2010 Efficiency	Fall 2011 Efficiency	Notes
8/4/2011	6228	6571	343	5%	8,183	8,272	89	1.08%	76%	79%	
8/8/2011	6295	6680	385	6%	8,191	8,264	74	0.89%	77%	81%	
8/9/2011	6408	6691	284	4%	8,163	8,256	93	1.12%	78%	81%	
8/10/2011	6452	6756	305	5%	8,154	8,284	130	1.57%	79%	82%	
8/11/2011	6524	6833	309	5%	8,141	8,266	126	1.52%	80%	83%	
8/12/2011	6623	6930	307	4%	8,143	8,253	109	1.33%	81%	84%	
8/15/2011	6684	6929	244	4%	8,112	8,237	126	1.52%	82%	84%	FIRST DAY OF CLASSES
8/16/2011	6682	6968	286	4%	8,084	8,237	153	1.86%	83%	85%	
8/17/2011	6683	7062	379	5%	8,088	8,245	157	1.90%	83%	86%	
8/18/2011	6774	7166	392	5%	8,065	8,230	165	2.00%	84%	87%	
8/19/2011	6858	7266	408	6%	8,073	8,229	156	1.90%	85%	88%	
8/22/2011	6905	7304	399	5%	8,070	8,212	142	1.72%	86%	89%	
8/23/2011	6977	7349	371	5%	8,063	8,212	149	1.81%	87%	89%	
8/24/2011	7030	7418	389	5%	8,057	8,237	180	2.19%	87%	90%	
8/25/2011	7083	7438	356	5%	8,057	8,237	180	2.18%	88%	90%	
8/26/2011	7115	7461	347	5%	8,057	8,251	194	2.35%	88%	90%	
8/29/2011	7117	7472	355	5%	8,057	8,278	221	2.67%	88%	90%	
8/30/2011	7117	7478	361	5%	8,129	8,284	155	1.88%	88%	90%	
8/31/2011	7078	7481	403	5%	8,048	8,284	236	2.85%	88%	90%	
9/1/2011	7122	7482	360	5%	8,059	8,288	229	2.77%	88%	90%	
9/2/2011	7091	7481	390	5%	7,988	8,288	300	3.62%	89%	90%	
9/6/2011	7106	7444	338	5%	8,062	8,280	218	2.63%	88%	90%	





Fall 2011 FTES Report by Schools and Centers

September 6, 2011

Schools	Current Count	Current Capacity	Efficiency
School of Business, Professional and Tech Ed	869	951	91%
School of Arts and Communication	782	875	89%
School of Health, Exercise Science, and Athletics	591	584	101%
School of Math, Science, and Engineering	1411	1391	101%
School of Language and Literature	1260	1387	91%
School of Social Sciences and Humanities	852	887	96%
School of Counseling and Personal Development	32	32	100%
Centers			
HEC, National City	495	655	76%
HEC, Otay Mesa	580	732	79%
HEC, San Ysidro	461	560	82%
All Other Reporting Areas			
DSS	5	7	71%
Work Experience	69	157	44%
Library	3	2	150%
College Bound	35	60	59%
TOTALS	7445	8280	90%

Report prepared by Instructional Support Services

ITEM #23B9



MEMORANDUM

TO: Denise Whittaker, Interim Superintendent/President

FROM: Jackie Osborne, Director of Human Resources

DATE: September 14, 2011

SUBJECT: Analysis of Vacant, Filled and Pending Positions

The Governing Board at the August 10, 2011 meeting requested a status for all unfilled positions. Many of the current vacancies are a result of the Supplemental Employee Retirement Plan offered during spring 2011. Others are a result of resignations or terminations.

It's important to note that the College District leadership is carefully examining each vacancy and taking a conservative approach to determine the necessity of filling each position, delay filling, and/or eliminating each position. The following reports list the vacancies and respective categories.

<i>REPORTS</i>	<i>EXPLANATION</i>	<i>COST/SAVINGS</i> <i>(Includes salary, taxes and retirement – not medical)</i>
Supplemental Employee Retirement Plan (SERP)	This is a list of employees who participated in the SERP in June 2011. The wages for 2010 are reflected in the salary column.	Salary \$3,557,937 Taxes and Retirement 756,018 Total Salary Savings \$4,333,955
Budgeted and Filled Positions	These are the positions which were budgeted and already filled as of the September Governing Board.	\$1,049,857
Budgeted Vacancies /Current Openings	These positions are currently under recruitment.	\$1,295,258
Budgeted Positions Pending Recruitment	These positions are vacant and may or may not be approved for recruitment depending upon business necessity.	\$1,594,973
Positions Pending Elimination	Over the next several months, each vacancy will be carefully reviewed to determine if filling the position is essential to the operation of the College District and supports student success. This figure represents the first round of eliminations.	\$3,740,121

BUDGETED AND FILLED POSITIONS

Source	Classification	Department/ School	Division	Salary	Benefit Expense	Salary & Benefits
SERP	Classified Administrator-Dir of FA, Eval & Vet Serv	Financial Aid	SA	\$ 88,452	\$ 18,690	\$ 107,142
Vacancy	Classified - Food Services Worker	Food Services	BFA	\$ 33,768	\$ 7,135	\$ 40,903
SERP	Classified Administrator - Center Ops Sup	HEC/OM	AA	\$ 81,936	\$ 17,313	\$ 99,249
New	Classified Administrator - Center Ops Sup	HEC/SY	AA	\$ 81,936	\$ 17,313	\$ 99,249
New	Classified Administrator - Center Ops Sup	HEC/NC	AA	\$ 81,936	\$ 17,313	\$ 99,249
SERP	Classified - Admin Sec I	Dental Hygiene Program	AA	\$ 47,712	\$ 10,082	\$ 57,794
SERP	Academic - Dean	HEC/OM/SY	AA	\$ 139,812	\$ 29,542	\$ 169,354
New	Academic - Director Police Academy	HEC/OM	AA	\$ 91,423	\$ 19,318	\$ 110,741
Vacancy	Classified - ILC/EMS	Paramedic Program	AA	\$ 64,200	\$ 13,565	\$ 77,765
Vacancy	Classified - ILT Science	MSE	AA	\$ 58,152	\$ 12,288	\$ 70,440
Vacancy	Classified Administrator - ISS Sup	ISS	AA	\$ 97,392	\$ 20,579	\$ 117,971
	Total			\$ 866,719	\$ 183,138	\$ 1,049,857

BUDGETED VACANCIES - OPENINGS

Source	Classification	Department/ School	Division	Salary	Benefit Expense	Salary & Benefits
New	Classified - Admin Sec II	OIE	S/P	\$ 54,000	\$ 11,410	\$ 65,410
New	Classified - Grant Writer	OIE	S/P	\$ 69,156	\$ 14,613	\$ 83,769
New	Classified - Grant Writer	OIE	S/P	\$ 34,578	\$ 7,306	\$ 41,884
New	Classified - Instructional Asst II	HEC/SY	AA	\$ 52,680	\$ 11,131	\$ 63,811
New	Classified - Programmer (Web)	IT	S/P	\$ 78,216	\$ 16,527	\$ 94,743
New	Classified - Senior Research Analyst	OIE	S/P	\$ 68,284	\$ 14,428	\$ 82,712
	Classified Administrator - Chief of					
SERP	Police	Campus Police	BFA	\$ 110,220	\$ 23,289	\$ 133,509
SERP	Classified - Vehicle Mech	Maintenance	BFA	\$ 58,152	\$ 12,288	\$ 70,440
SERP	Classified - College Trainer	HESA	AA	\$ 80,184	\$ 16,943	\$ 97,127
SERP	Classified - Athletic	HESA	AA	\$ 43,736	\$ 9,241	\$ 52,977
	Assistant Professor of Theatre					
Vacancy	Arts/Technical Director	Arts & Comm	AA	\$ 70,106	\$ 14,813	\$ 84,919
SERP	Faculty Backfill	All	AA/SA	\$ 350,000	\$ 73,955	\$ 423,955
	Total			\$ 1,069,312	\$ 225,946	\$ 1,295,258

BUDGETED POSITIONS PENDING RECRUITMENT

<i>Source</i>	<i>Classification</i>	<i>Department/ School</i>	<i>Division</i>	<i>Salary</i>	<i>Benefit Expense</i>	<i>Salary & Benefits</i>
SERP	Classified Administrator	HR	HR	\$ 88,452	\$ 18,690	\$ 107,142
Vacancy	Classified - Food Services Worker	Food Services	BFA	\$ 33,768	\$ 7,135	\$ 40,903
Vacancy	Classified - Food Services Worker	Food Services	BFA	\$ 33,769	\$ 7,135	\$ 40,904
Vacancy	Classified Administrator - Director of Bookstore	Bookstore	BFA	\$ 74,436	\$ 15,728	\$ 90,164
New	Classified - DBA/ADM	IT	S/P	\$ 90,732	\$ 19,172	\$ 109,904
New	Classified Administrator	IT	S/P	\$ 118,704	\$ 25,082	\$ 143,786
Vacancy	Classified Administrator - Dir Inst	Research	S/P	\$ 124,668	\$ 26,342	\$ 151,010
Vacancy	Classified - Police Off	Campus Police	BFA	\$ 54,000	\$ 11,410	\$ 65,410
Vacancy	Superintendent/Pres	S/P	S/P	\$ 248,000	\$ 52,402	\$ 300,402
Vacancy	Vice President - HR	HR	HR	\$ 150,072	\$ 31,710	\$ 181,782
Vacancy	Vice President - BFA	BFA	BFA	\$ 150,072	\$ 31,710	\$ 181,782
Vacancy	Vice President - AA	AA	AA	\$ 150,072	\$ 31,710	\$ 181,782
Tenure Track	Faculty Hiring Prioritization List	All	AA/SA	\$ 650,000	\$ 137,345	\$ 787,345
	<u>Total</u>			<u>\$ 1,316,745</u>	<u>\$ 278,228</u>	<u>\$ 1,594,973</u>

<u>POSITIONS PENDING ELIMINATION</u>						
Source	Classification	Department/ School	Division	Salary	Benefit Expense	Salary & Benefits
SERP	21 Tenured Faculty	All	AA/SA	\$ 2,496,776.00	\$ 527,569	\$ 3,024,345
Vacancy	Dean, Social Science and Humanity	SS/H	AA	\$ 139,812.00	\$ 29,542	\$ 169,354
Vacancy	Dean, Business, Professional, and Technical Education	BPTE	AA	\$ 139,812.00	\$ 29,542	\$ 169,354
Promotion	Senior Instructional Services Specialist	Instructional Support Services	AA	\$ 72,624.00	\$ 15,345	\$ 87,969
Promotion	EOPS Technician	EOPS	SA	\$ 48,720.00	\$ 10,295	\$ 59,015
Internal Transfer	CA III	Counseling	SA	\$ 47,712.00	\$ 10,082	\$ 57,794
Internal Transfer	Student Services Assistant	EOPS	SA	\$ 42,156.00	\$ 8,908	\$ 51,064
Vacancy	Classified - Chief Communications	Comm/Media	S/P	\$ 100,080	\$ 21,147	\$ 121,227
	<u>TOTAL</u>			<u>\$ 3,087,692.00</u>	<u>\$ 652,429</u>	<u>\$ 3,740,121</u>

SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN - June 30, 2011

<i>Last Name</i>	<i>Classification</i>	<i>Department/ School</i>	<i>Division</i>	<i>Salary</i>	<i>Benefit Expense</i>	<i>Salary & Benefits</i>
Alvarez	Academic Administrator	HEC-OM	AA	\$ 139,812	\$ 29,542	\$ 169,354
Axson	Academic Administrator	Bus, Prof & Tech	AA	\$ 139,812	\$ 29,542	\$ 169,354
Elias	Academic Administrator	DSS	SA	\$ 124,569	\$ 26,321	\$ 150,890
DeLeon	Classified	Library	AA	\$ 48,980	\$ 10,349	\$ 59,329
Gomez	Classified	Lang & Lit	AA	\$ 39,479	\$ 8,342	\$ 47,821
Hammond	Classified	HESA	AA	\$ 72,578	\$ 15,336	\$ 87,914
Kelly	Classified	Nursing	AA	\$ 53,941	\$ 11,398	\$ 65,339
McHorney	Classified	HESA	AA	\$ 45,845	\$ 9,687	\$ 55,532
Allen, Sr.	Classified	Maintenance	BFA	\$ 57,537	\$ 12,158	\$ 69,695
Neiswonger	Classified	Maintenance	BFA	\$ 59,289	\$ 12,528	\$ 71,817
Lindshield	Classified	DSS	SA	\$ 41,510	\$ 8,771	\$ 50,281
Ruvalcaba	Classified	Career Center	SA	\$ 57,791	\$ 12,211	\$ 70,002
Saucedo	Classified	DSS	SA	\$ 39,510	\$ 8,348	\$ 47,858
Clark	Classified Administrator	SBDC	AA	\$ 96,147	\$ 20,316	\$ 116,463
Jimenez	Classified Administrator	HEC-OM	AA	\$ 84,326	\$ 17,818	\$ 102,144
Chartier	Classified Administrator	Campus Police	BFA	\$ 107,219	\$ 22,655	\$ 129,874
Osborne	Classified Administrator	HR	HR	\$ 107,814	\$ 22,781	\$ 130,595
Thrower	Classified Administrator	Financial Aid	SA	\$ 103,850	\$ 21,944	\$ 125,794
Jimenez	Counselor	Counseling	SA	\$ 122,583	\$ 25,902	\$ 148,485
Bonine	Faculty	Bus, Prof & Tech	AA	\$ 72,633	\$ 15,347	\$ 87,980
Breiningner	Faculty	Bus, Prof & Tech	AA	\$ 103,201	\$ 21,806	\$ 125,007
Flores	Faculty	HESA	AA	\$ 122,185	\$ 25,818	\$ 148,003
Gonzalez	Faculty	SS/H	AA	\$ 103,572	\$ 21,885	\$ 125,457
Hazlett	Faculty	Bus, Prof & Tech	AA	\$ 112,670	\$ 23,807	\$ 136,477
Hollman	Faculty	MSE	AA	\$ 95,860	\$ 20,255	\$ 116,115
Johnson	Faculty	Lang & Lit	AA	\$ 93,510	\$ 19,759	\$ 113,269
Johnson	Faculty	HESA	AA	\$ 103,881	\$ 21,950	\$ 125,831
Jorgensen	Faculty	Bus, Prof & Tech	AA	\$ 106,892	\$ 22,586	\$ 129,478
Kelly	Faculty	Lang & Lit	AA	\$ 101,123	\$ 21,367	\$ 122,490
Kowit	Faculty	Lang & Lit	AA	\$ 98,770	\$ 20,870	\$ 119,640
Loyer	Faculty	Arts & Comm	AA	\$ 100,973	\$ 21,336	\$ 122,309
Medler	Faculty	MSE	AA	\$ 100,973	\$ 21,336	\$ 122,309
Riddle	Faculty	MSE	AA	\$ 107,657	\$ 22,748	\$ 130,405
Sinclair	Faculty	Bus, Prof & Tech	AA	\$ 98,770	\$ 20,870	\$ 119,640
Smith	Faculty	Bus, Prof & Tech	AA	\$ 93,752	\$ 19,810	\$ 113,562
Speidel	Faculty	ASC	AA	\$ 111,070	\$ 23,469	\$ 134,539
Zamora	Faculty	Lang & Lit	AA	\$ 100,894	\$ 21,319	\$ 122,213
Schnorr	Faculty	Arts & Comm	AA	\$ 96,565	\$ 20,404	\$ 116,969
Branman	Faculty	DSS	SA	\$ 110,394	\$ 23,326	\$ 133,720
<u>TOTAL</u>				\$ 3,577,937	\$ 756,018	\$ 4,333,955

ITEM #23B10

**Governing Board Special Meetings
Study Session/Board Retreat Calendar
2011—2012**

DATE	TOPIC
✓ February 5, 2011 (Weds.)	Accreditation/Budget
✓ March 12, 2011 (Sat.)	Annual Board Retreat <ul style="list-style-type: none"> • Self Evaluation • Goals/Guiding Principles • Clarification of Individuals vs. the “Board as a whole”
✓ April 7, 2011 (Thu.)	<ul style="list-style-type: none"> • Accreditation Prep for 4.11.11 Site Visit • Finalize Board Goals and Performance Goals • Clarify Board and CEO Roles & Protocols • Individual vs. the Board as a Whole • Clarification on Micromanagement
✓ April 27, 2011 (Weds.)	Annual Budget <ul style="list-style-type: none"> • Budget overview – external presentation • Budget reductions, implication on campus priorities • Budget – Three Scenarios, plan for two years out • Centers Status - Tentative
✓ June 1, 2011 (Weds)	Prop R and Facilities Update (To be continued)
✓ July 5, 2011 (Tues)	Board Vacancy
✓ July 11, 2011 (Mon)	Prop R and Facilities Update
✓ August 2, 8, 9, 2011	GB Appointment
✓ August 24, 2011 (Weds)	Budget Workshop/Public Hearing
✓ August 29, 2011 (Mon)	S/P Search
October 26, 2011 (Weds.)	
November 16, 2011 (Weds.)	
January 25, 2012 (Weds.)	
February 22, 2012 (Weds.)	
March 28, 2012 (Weds.)	
April 25, 2012 (Weds.)	
May 26, 2012 (Saturday)	Annual Board Retreat <ul style="list-style-type: none"> • Self Evaluation • Goals/Guiding Principles

Recommendations for 2011-2012 Study Sessions:

- Redistricting
- Board Follow-up on CEO and Board Roles:
 - Role of the GB President
 - Role of the Board in College & Community Activities
- Role of the Governing Board and Academic Senate
- Student success and achievement with various performance indicators
- Student access, financial aid, and preparation
- Strategic Planning/Program Review/Student Learning Outcomes
- Office of Institutional Effectiveness
- Technology Plan
- Enrollment Management/FTES
- Educational and Facilities Master Plan
- Legal Issues:
 - CPRA
 - Ed Code
 - Accreditation Standards Impacting the Board

SWC GOVERNING BOARD MEETING SCHEDULE

(THROUGH JUNE 2012)



Regular Meetings



Special Meetings

AUGUST 2011

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2011

S	M	T	W	Th	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2011

S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2011

S	M	T	W	Th	F	S
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20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2011

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JANUARY 2012

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29	30	31				

FEBRUARY 2012

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26	27	28	29			

MARCH 2012

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25	26	27	28	29	30	31

APRIL 2012

S	M	T	W	Th	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2012

S	M	T	W	Th	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE 2012

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



FALL SEMESTER		SPRING SEMESTER	
September 14	GB Meeting	January 11	GB Meeting
September 28	Tent. GB Special Meeting	January 25	Tent. Special GB Meeting
October 12	GB Meeting	February 8	GB Meeting
October 26	Tent. GB Special Meeting Recommend Workshop on Legal Protocols for GB Members	February 22	Tent. Special GB Meeting
November 9	GB Meeting	March 14	GB Meeting
November 16	3:00 – 5:00 p.m.	March 28	Tent. GB Special Meeting
November 24	Thanksgiving	April 2-8	Spring Break
November 30	Tent. GB Special Meeting	April 11	GB meeting
December 7	3:00 – 5:30 p.m.	April 25	Tent. Special GB Meeting
December 14	Tent. GB Special Meeting	May 9	GB Meeting
		May 18	Commencement
		May 23	Tent. Special GB Meeting

ITEM #25A



Office of the Superintendent/President
M E M O R A N D U M

TO: Governing Board Members

FROM: Denise Whittaker, Interim Superintendent/President

SUBJECT: College Prioritization Lists

September 8, 2011

A handwritten signature in black ink, appearing to read 'Denise Whittaker', written over the printed name in the 'FROM' field.

Attached for your information are the 2011-12 prioritization lists that were generated through the Program Review / Snapshot reports last spring, listing the needs of the institution.

1. One-Time Priority List of the top 53 items
2. On-Going Personnel and other needs of the top 47 items
3. Institutional Technology Priorities
4. Master List of Needs

Process: IPRC (Institutional Program Review Committee) took the master list generated from the Program Review Comprehensive Report and Snapshot Reports and distributed the items to appropriate planning committees for initial review and pre-prioritization. The planning committees generated a list of items for SCC (Shared Consultation Council) to then prioritize. SCC then took the reduced list and ranked the items numerically. The master priority list was then divided, in numerical order, by One-Time and On-Going Needs. The Institutional Technology priorities are imbedded within the master priority list although their needs exceed the number of one-time items of the master priority list.

The Budget Committee has identified \$250,000 to fund One-time priority needs and \$250,000 for technology; neither amounts meet the needs identified. There are over \$750,000 in unmet one-time needs and at least \$2 million in unmet IT needs. As we identify unspent dollars this year, our goal is to divert the unspent dollars to meeting these unmet needs.

This process whereby institutional funding priorities are identified guide the budget as required by Accreditation Standards.

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

One Time Priority List

**2011-2012 PRIORITIZATION - ONE-TIME ITEMS
BUDGET ALLOCATION AND DISTRIBUTION OF
FUNDS BASED ON PRIORITY**

P R I O R I T Y #			
	Item	\$\$\$\$\$	SOURCE OF FUNDS
1	BLDG 570 (photo)	\$270,000	General Fund
2	Chart of Accounts	33,000	General Fund
4	ART-710 Building (AC) [Future Prop R]	\$175,000	General Fund
5	Stability anchors for shelving in Bookstore	\$15,000	General Fund
6	Software: Maintenance, Replacement, Training	-needed	General Fund
7	Computer Chairs/Tables – Reading Center Classrooms*	\$20,334	
9	Install and implement Financial Aid (F/A) Link	\$19,000	General Fund
10	Bldg. 400 renovation including bathrooms(LL) – [Future Prop R]		
11	Photogenic Portable Lighting Strobe (4)	\$4,800	General Fund
12	Bleachers and Curtains (Dance)	\$55,000	General Fund
14	-80 Freezer (MSE)	\$8,000	General Fund
15	DI Water system in 330 Building (MSE)	-needed	General Fund
16	Student ID Card System (Hardware & Software)(Admin)	needed	General Fund
			General Fund
17	Projectors to replace those over 8 years old (8 classrooms/labs) (MSE)	\$40,000	
18	Forensic Crime (BPTE)	\$60,000	General Fund
19	Navy Program Office Supplies *	\$500	General Fund
20	Math Dept Final Testing Data Analysis	\$15,000	General Fund
21	Scanner (NC)	\$15,000	General Fund
22	Operating Room Tables (2)	\$12,000	General Fund
23	Install redundant system for internet connectivity - CENIC system.*	\$10,000	General Fund
			Referred to Facility Committee
24	New Wellness Center for Health Services and Personal Wellness		
25	Presentation Cart for Academic Success Center	\$700	General Fund

26	Update 4 High Fidelity Manikins OM	\$25,000	General Fund
27	UPS Electrical Backup	\$250,000	General Fund
28	Relocate Server Cabinet away from human proximity (LL)	needed	General Fund
29	Purchase of a Hematology analyzer	\$8,000	General Fund
30	Laptops/portable projectors --- Outreach	\$5,400	General Fund
31	ETRAN	\$1,000	General Fund
32	ART-750 Building (Rm 751 AV Renovation-projector, sound system, screen)(AC)	\$50,000	General Fund
33	Instructional & Office Supplies for Staff Development Program *	\$5,000	General Fund
34	DSS Chairs for High Tech Center	\$1,400	General Fund
35	Position Control	needed	General Fund
36	CAD Chairs	\$7,800	General Fund
37	ART-750 Building(AC)-[future Prop R Phase]	\$175,000	General Fund
38	SARS Hardware & Software	\$4,500	General Fund
39	Community & Media Relations Promotions	needed	General Fund
40	Forensic Light Room Stn Steel Countertop, Sink and Fixture (BPTE)	\$9,505	General Fund
41	HEC/OM Printers for Signature Programs	\$4,000	General Fund
42	Police Patrol Vehicle (1), RCS Police Vehicle Radios (1)	\$46,000	General Fund
43	Epilog Laser "12.24" 40W (Architecture, BPTE)	\$12,495	General Fund
44	Incubator (NC)	\$3,000	General Fund
45	Telemedia Server Network	\$12,500	General Fund
46	Incubators (8) MSE	\$40,000	General Fund
47	Replace Computers for 2010-2011	\$800,000	General Fund
48	Kiln (Art)	\$7,000	General Fund
49	COMMUNICATION-Vid-Oral booth overhaul	\$20,000	General Fund
50	ART - Conveyer Dryer, Washer Booth	\$4,645	General Fund
51	New conference room/meeting for ASO etc.		Referred to Facility Committee
52	Digital Assistant for OLC	\$60,000	General Fund
53	Electrical Outlets on wall for reading classrooms (427, 428, 429)(LL)	needed	General Fund

On-Going Personnel & Other Needs

**2011-2012 PRIORITIZATION – ON-GOING ITEMS
BUDGET ALLOCATION AND DISTRIBUTION OF FUNDS
BASED ON PRIORITY**

	Budget Funded Item	FUNDING NOTES
1	Network Analyst	Funded vacant IT position
2	Fire Science	FHP 1
3	Administration of Justice	FHP 2
4	Datatel / Training / Research	
5	Software License Renewal (District-wide)	NEED COST
6	Coordinator: Research/Planning/Grants/Foundation	
7	Visual Arts/Photography	FHP 3
8	Clerk III: International Education / Articulation	
9	Center Supervisor - NC	
10	Exercise Science	FHP 4
11	Center Supervisor - SYC	Current funds in NC budget for this position
12	Mathematics (BSI)	FHP 5
13	Clerical Assistant: Staff Dev	
14	Reading	FHP 6
15	Systems / Programming Supervisor	Funded vacant IT System Analyst position is being substituted for this higher priority position
16	English (General Composition)	FHP 7
17	Grant Writer 1.5	Funded new positions approved spring 2011
18	Membership in national and state research and grant publications	NEED COST
19	Culinary Arts	
20	Secretarial Support to the Office of Institutional RPG	Funded vacant position pending Dean's hire
21	Academic Administrator EMT / Paramedic / Fire Science Programs	
22	Biology	
23	DBA Administrator	Funded vacant IT System Analyst position is being substituted for this higher priority positions
24	Adobe Master Suite Site License	NEED COST
25	Executive Director or the Foundation and for Center for Entrepreneurial Development	
26	Fire Science	
27	Purchasing, Contracts, Facilities & Leasing Assistant	
28	English As a Second Language	
29	Mathematics	
30	Aquatic Equipment Technician (partial contract – 10 hours per week) (CCAC) (NC)	
31	Simulation Nursing Faculty	
32	Student Services Technician in Student Employment Services (SES)	Funded vacant position
33	Counseling	
34	Director - Transfer Center	
35	Campus License for READ/WRITE	NEED COST

36	Instructional Assistant II– Microcomputer (.5 FTE) (SY)	
37	Dental Hygiene	
38	Professional Org Membership Dues	\$1000
39	Clerical Asst. (FT) to assist Admissions and Outreach Departments with office duties	
40	Visual Arts/Art History	
41	Communication/Journalism	
42	Evaluator Specialist (increase 60% assignment to 100%)	
43	Chemistry	
44	English (BSI)	
45	Miscellaneous IT Training	NEED COST
46	Clerical support staff (BPTE)	
47	Italian	

Institutional Technology Priorities

Memo

To: Denise Whittaker, Superintendent/President
From: Ben Seaberry, Director of Institutional Technology & CIO
Date: 9/9/2011
Re: Technology Plan 2011-2015: Prioritized Action Items for 2011-2012

The Institutional Technology Committee (ITC) and Technology Plan Oversight Team (TPOT) and I have worked to review and prioritize the Technology Plan Action Items that are scheduled to begin this fiscal year (2011-2012). The attached worksheet lists the Action Items in priority order and includes an estimated budget and funding source per item.

The Category A items are the highest priority and were selected because of their inclusion in the 2011-2012 Prioritization Master List. These items relate to various areas of the college: Institutional Technology (Staffing, Wireless, Infrastructure, Electrical Power, Computers, Policies), Finance (Chart of Accounts), Student Services (Financial Aid Link), Instruction (Tracking, Software Licenses, Computers). The remaining Action Items were categorized from B-D according to importance/impact. The top Category B items include WAN upgrades to the HECs, emergency notification system, disaster recovery, MIS reporting and electronic disbursements for students. There are a total of 70 Action Items scheduled for next year and the prioritized list will help us to make decisions for which items to address given our available resources.

The additional/annual cost columns are estimates – some estimates are based on vendor proposals and others are based on educated guesses. Some items do not have cost estimates because the scope requires additional information. Many items do not require additional costs and will be covered by the responsible departments. Potential funding sources were offered to serve as a guide. Prop R was listed as a potential funding source for some of the infrastructure related items but of course that will require review.

The ITC is a shared governance committee that has provided significant dialog and recommendations for prioritizing the technology plan action items. Thank you for your consideration and support.

Southwestern College Technology Plan: Action Items beginning 2011-2012

Working Draft: 9-9-11

Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
A	1	F.2.	Develop a prioritized staffing plan for hiring additional computer and network staff and management based on Program Review -- Network Analyst (A-1)	2011-2012			HR	Network Analyst Dependency for future development
A	2	D.1.t. 4)	Change the current Chart of Accounts to allow Baseline Colleague implementation (A-4)	2011-2012	\$80,000	\$0	Tech Plan Allocation	
A	3	D.6.a.	Develop and implement improved processes and ongoing funding for institutional software licenses as determined by ITC (A-7)	2011-2015			Tech Plan Allocation	To Be Determined (TBD)
A	4	D.6.c.	Create a centralized clearinghouse for institutional software licensing and provide staffing. (A-12)	2011-2013	\$0	\$0	N/A	Use existing staff
A	5	E.1.	Ongoing review of current physical and logical design for the SWC network at all campus locations, focusing on high-availability/ high bandwidth data (wired/wireless), video, voice communications. (A-14)	2011-2015	\$25,000	\$0	Tech Plan Allocation	Network analysis and documentation
A	6	E.1.a.	Wireless upgrade District wide (A-14)	2011-2013	\$200,000	\$20,000	Prop R (if OK)	Enterprise system
A	7	C.2.d.	* Implement Financial Aid Link to allow students to purchase books and supplies in real time prior to the start of each semester. (A-18)	2011-2012	\$20,000	\$8,000	Tech Plan Allocation	
A	8	E.2.a.	* Replace redundant network switches for the core network at the main distribution facility, including distribution switches. (A-27)	2011-2013	\$200,000	\$20,000	Prop R (if OK)	

Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
A	9	F.2.	Develop a prioritized staffing plan for hiring additional computer and network staff and management based on Program Review -- Systems and Programming Supervisor (A-28)	2011-2012			HR	Systems and Programming Supervisor
A	10	F.2.	Develop a prioritized staffing plan for hiring additional computer and network staff and management based on Program Review -- Database Administrator. (A-47)	2011-2012			HR	Database Administrator
			Upgrade the electrical back-up system to provide power for important network services and related devices in case of a power outage (Replacement of existing UPS and determine SLA [Service Level Agreement] for supplying temporary power). (A-50)	2011-2013	\$200,000	\$20,000	Prop R (if OK)	Alternatively - Standby hosting of critical servers and data offsite
A	11	E.2.c.	Develop and implement improved processes and ongoing funding for institutional software licenses as determined by ITC --				Tech Plan Allocation	Depends on scope of Adobe license
A	12	D.6.a.	Adobe Master Suite (A-53) Develop, expand, and support SARS sure applications (Track, Grid, Call, Alert, eSARS) for managing student appointments and tracking student services, tutorial FTEs via positive attendance in compliance with Title 5, and instructional hours at all campus locations. (A-68)	2011-2015				Already Purchased (however, need additional support)
A	13	D.1.d.		2011-2012	\$5,000	\$1,000	IT Annual Software	

Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
A	14	D.6.a.	Develop and implement improved processes and ongoing funding for institutional software licenses as determined by ITC -- Read-Write Gold (A-76)	2011-2015	\$6,000	\$750	Tech Plan Allocation	Already Purchased (need annual)
A	15	A.3.a.	Conduct an annual prioritization process to determine which student computer labs should be replaced, reissued, or removed for the following school year based upon the age of the computers and program review plans using project management reporting tools. (A-84)	2011-2015	\$600,000	\$600,000	Tech Plan Allocation	Annual funding needed
A	16	D.3.	Conduct an annual proposal process to replace 20-25% of faculty and staff computer systems each year (A-84)	2011-2015	\$300,000	\$300,000	Tech Plan Allocation	Annual funding needed
A	17	A.3.b.	Development and implement new policies and procedures for installing updated software in student computer labs using project management reporting tools	2011-2012	\$0	\$0	N/A	IT and ISS
B	1	E.1.b.	WAN [Wide Area Network] upgrade District wide	2011-2013	\$60,000	\$15,000	Tech Plan Allocation	Gross estimate
B	2	G.5.	Implement a college-wide emergency notification system to send alerts to students and/or employees in a matter of minutes via one or more self-selected communication means; examples include class cancellation, power outages, etc.; consider digital signage	2011-2012	\$115,918	\$24,083	Prop R (if OK)	Based on Proposal

Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
B	3	E.5.	* Develop a multi-tiered disaster recovery plan to restore access to critical information resources in case of a catastrophic outage	2011-2013	\$30,000	\$0	Tech Plan Allocation	Gross estimate
B	4	C.4.a.	* Improvement to MIS reporting, including matriculation data collection for improved accuracy using Data Warehouse as a management tool	2011-2015			TBD	
B	5	C.2.a.	Refine an effective system that will execute student awards and electronic disbursements to avoid late payments to students	2011-2013			Tech Plan Allocation	TBD
B	6	E.3.c.	Implement network bandwidth shaping to prevent one type of traffic, such as video, from overwhelming all other types of traffic such as web browsing	2011-2012	\$50,000	\$20,000	Tech Plan Allocation	Gross estimate
B	7	B.1.d.	Adequate support for Office of Institutional Research using Data Warehouse to facilitate Program Review.	2011-2012			TBD	
B	8	C.2.b.	Implement ACH (Electronic Fund Transfer) of financial aid awards to allow students to receive disbursements in an electronic mode with a deposit into their personal bank accounts.	2011-2012			Tech Plan Allocation	TBD
B	9	E.4.c.	Establish secure offsite storage of all backups and archive data files; establish process for destruction of data storage units	2011-2012	\$3,120	\$3,120	IT	Use existing budget

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Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
B	10	C.4.e.	Implement a CCC Tran for online transcript requests and electronic exchange with other community colleges, and with four-year public and private institutions.	2011-2012	\$5,000		IT Annual Software	Already Purchased
B	11	D.6.b.	Develop software library and license documentation to account for all copyrighted software installed on any college-owned computer/server.	2011-2013	\$0	\$0	N/A	Use existing staff
B	12	D.1.b.	Implement the assessment-tracking program for student learning outcomes (SLOs) that is integrated with the existing eLumen program	2011-2012	\$0	\$0	ISS	Already purchased
B	13	D.1.f.	Implement a resource scheduling application that integrates with Datatel Colleague to provide detailed information about room scheduling, inventory and space utilization	2011-2012				TBD
B	14	A.4.a.	Install an effective, stable course management system	2011-2012				TBD
B	15	A.2.c.	Develop new policies and procedures for installing updated software in student computer labs using project management reporting tools.	2011-2012	\$0	\$0	N/A	
B	16	A.4.b.	Provide reliable synchronized communication among all systems that interface with the CMS [Learning Management System -- BlackBoard]	2011-2013	\$25,000	\$11,000	IT and ISS	Based on Proposal

Southwestern College Technology Plan: Action Items beginning 2011-2012

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Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
B	17	D.1.q.	Implementation of an Electronic Student Educational Plan (SEP), e-Advising and Degree Audit reporting for the School of Counseling and Personal Development, and Evaluations office	2011-2013				TBD
B	18	D.5.b.	Review, maintain, and upgrade existing pay-for-print system in computer labs	2011-2012	\$10,000	\$2,000	Fee-Print Budget	
B	19	C.4.f.	Implement online credit and non-credit positive attendance tracking. Reporting for faculty and State reporting.	2011-2012	\$0	\$0	IT Annual Software	See A13 (SARS)
B	20	B.1.a.	Provide additional support of faculty in the development of instructional media to be used on- or off-campus and ensure that media meet Universal Design [ADA/UDE] standards.	2011-2012	\$0	\$0	N/A	TBD
B	21	B.1.b.	Provide a comprehensive support system to meet the needs of instructors who are teaching online or preparing to teach online and ensure that online resources are accessible for all students.	2011-2015				Collaborate with Online Learning Center (OLC)
B	22	D.2.d.	Create and implement a web-based Program Review module.	2011-2013				TBD
B	23	A.2.a.	Develop a new organizational model for the operation, supervision, and technical support of current and future SWC locations - all current and future labs.	2011-2012	\$0	\$0	N/A	
B	24	D.7.	Development of policies, procedures, and guidelines for college-wide technology requests, usage, services and support to be included in the SWC Policies & Procedures manual as applicable	2011-2014	\$0	\$0	N/A	

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Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
B	25	A.2.d.	Implement new policies and procedures for installing updated software in student computer labs using project management reporting tools.	2011-2012	\$0	\$0	N/A	
B	26	A.5.a.	Collaboratively develop action plans and service level agreements [SLAs] with Student Services to provide new or enhanced online student support services (e.g., advising, counseling, enrolling, etc.)	2011-2015	\$0	\$0	N/A	
B	27	D.1.s.	Organize and implement a campus wide Datatel Users Group	2011-2012	\$0	\$0	N/A	
B	28	G.3.b.	Hire staff to support faculty in creation and posting of web pages on SWC Website	2011-2012			HR	TBD
B	29	C.2.c.	Calculate and forecast average Pell Grant Award using a 2-year reporting period	2011-2014				TBD
B	30	F.3.a.	Provide employee training workshops on-campus and online throughout the year	2011-2012			Staff Development	TBD
B	31	G.3.c.	Ongoing review and improvement of the search engine and navigational links of the website	2011-2013	\$0	\$0	N/A	
B	32	A.4.c.	Provide support to instructional departments or divisions if they elect to develop fully online certificate or degree programs	2011-2013			ISS	TBD
B	33	B.1.c.	Hire digital content media support staff	2011-2013			HR	TBD
B	34	C.3.c.	Explore a process to provide students with unified communication and information dissemination e.g., Face book, Twitter, email	2011-2012	\$0	\$0	N/A	Community Relations

Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
B	35	D.2.a.	Develop a service catalog for supporting users of integrated third-party applications	2011-2013	\$0	\$0	N/A	IT
B	36	G.3.a.	Develop new and updated web pages for all offices and departments on campus (required activity)	2011-2013	\$0	\$0	N/A	Community Relations
C	1	E.6.a.	Expand virtual servers to replace physical servers in the SWC domain (employee network); Virtual servers, consume less power and are more reliable and expandable than current servers. Expand virtual servers to offsite Centers.	2011-2012	\$100,000	\$100,000	Tech Plan Allocation	Gross estimate - Depends on scope (e.g., Datatel servers)
C	2	F.3.b.	Provide ongoing training and cross-training for IT staff and management to increase their technical proficiencies and knowledge	2011-2015	\$0	\$0	Staff Development	
C	3	D.2.c.	Create and implement a course scheduling module that is web-based (might go with Curriculum development in D.1.c)	2011-2015	\$10,000	\$1,000	ISS	Governet proposal
C	4	D.1.g.	Expand the document imaging systems to additional offices as requested (ImageNow)	2011-2014	\$185,000			Already funded (partial)
C	5	D.4.	Develop and implement a new system for network access from off-campus that does not require the installation of client software; this authentication system will provide permission-level access to all authorized network resources	2011-2013			Tech Plan Allocation	TBD

Southwestern College Technology Plan: Action Items beginning 2011-2012

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Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
C	6	D.5.a.	Develop and publish printer standards to govern the purchasing, installation, repair, supplies and support of office and lab printers (network and stand-alone) and purchase through the technology clearing house. Combine with D.6.d.	2011-2013			TBD	TBD
C	7	D.1.1.	Develop People Admin for adverse impact reporting requirement	2011-2012			HR	TBD
C	8	F.4.	Provide faculty and classified employee training workshops on-campus and online throughout the year	2011-2015			HR	Recently hired new training coordinator
C	9	D.2.b.	Develop service level agreements [SLAs] for the support of the various network applications that are used by different departments	2011-2015	\$0	\$0	N/A	IT
C	10	D.6..d.	Create a centralized clearinghouse for institutional hardware and peripherals and provide staffing. Combine with D.5.a.	2011-2013	\$0	\$0	N/A	IT
C	11	G.3.d.	Remove former SWC website (www2.swccd.edu) from the Internet; provide SWC employees with at least three months of advance notification of when the former website will be removed	2011-2014	\$0	\$0	N/A	IT
C	12	D.1.v.	Develop various HEAT processes [Help Desk System]	2011-2013	\$0	\$0	N/A	IT
C	13	C.3.d.	Create a Continuing Education application/registration web application	2011-2013	\$0	\$0	IT	Resolve signature page issue
C	14	D.1.p.	Implement Campus Organization [module] to tracking support for student organizations	2011-2013	\$0		IT Annual Software	Needs implementation

Category ¹	Priority ²	ID ³	Action Item ⁴	Timeline ⁵	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
C	15	D.1.o.	Develop and implement Continuing Education Module, placing non-credit training into the college's primary systems.	2011-2012	\$0		IT Annual Software	Needs support
D	1	D.1.c.	Continuous development of CurricUNET applications. Create an emerging technology Special Interest Group (SIG) to apprise the Institutional Technology Committee of new developments to emerging technologies	2011-2015	\$0	\$0	N/A	
D	2	G.6.		2011-2015	\$0	\$0	N/A	
Footnotes								
¹ The Technology Plan Oversight Team (TPOT) categorized each Action Item into one of four categories -- A, B, C, D. Category A items are the highest priority and were selected because they were on the 2011-2012 Prioritization Master List. Category B is next highest due to relative importance and impact for current or future needs. Category D is lowest priority.								
² The Institutional Technology Committee (ITC) prioritized each Action Item per category from high to low. This was done via a survey to the ITC members whereby each item was evaluated according to the Level 1 through 4 criteria in the Technology Addendum for Annual Program Review Snapshots.								
³ The ID references correspond to the IDs in the SWC Technology Plan 2011-2015.								
⁴ The Action Items were taken from the Technology Plan 2011-2015 and include minor revisions per the work of the ITC and TPOT during summer/fall 2011.								
⁵ The timelines include items that are scheduled to begin in 2011 and include 2011-2012, 2011-2013, etc. These timelines vary somewhat from the 2011-2015 Tech Plan per the revisions of the TPOT and ITC during summer/fall 2011.								
* These items are important for compliance or potential catastrophic risk.								

Category ¹	Priority ²	ID ³	Action Item	Timeline ⁴	Estimated Additional Cost	Estimated Annual Cost	Potential Funding Source	Notes
A	2	D.1.t.	Change the current Chart of Accounts to allow Baseline Colleague implementation (A-4)	2011-2012	\$80,000	\$0	New Allocation	
A	3	D.6.a.	Develop and implement improved processes and ongoing funding for institutional software licenses as determined by ITC (A-7)	2011-2015			New Allocation	Budget depends on selected software
A	5	E.1.	Ongoing review of current physical and logical design for the SWC network at all campus locations, focusing on high-availability/ high bandwidth data (wired/wireless), video, voice communications. (A-14)	2011-2015	\$25,000	\$0	New Allocation	Document all networks
A	7	C.2.d.	Implement Financial Aid Link to allow students to purchase books and supplies in real time prior to the start of each semester. (A-18)	2011-2012	\$20,000	\$8,000	New Allocation	
A	12	D.6.a.	Develop and implement improved processes and ongoing funding for institutional software licenses as determined by ITC -- Adobe Master Suite (A-53)	2011-2015			New Allocation	Depends on scope of Adobe license
A	14	D.6.a.	Develop and implement improved processes and ongoing funding for institutional software licenses as determined by ITC -- Read-Write Gold (A-76)	2011-2015	\$6,000	\$1,000	New Allocation	Already Purchased
A	15	A.3.a.	Conduct an annual prioritization process to determine which student computer labs should be replaced, reissued, or removed for the following school year based upon the age of the computers and program review plans using project management reporting tools. (A-84)	2011-2015	\$600,000	\$600,000	New Allocation	
A	16	D.3.	Conduct an annual proposal process to replace 20-25% of faculty and staff computer systems each year (A-84)	2011-2015	\$300,000	\$300,000	New Allocation	
B	1	E.1.b.	WAN upgrade District wide	2011-2013	\$60,000	\$5,000	New Allocation	

			Refine an effective system that will execute student awards and electronic disbursements to avoid late payments to students	2011-2013			New Allocation	Need more info to estimate
B	5	C.2.a.	Expand virtual servers to replace physical servers in the SWC domain (employee network); Virtual servers, consume less power and are more reliable and expandable than current servers. Expand virtual servers to offsite Centers.					
C	1	E.6.a.		2011-2012	\$100,000	\$100,000	New Allocation	
<u>Footnotes</u>								
¹ The Technology Plan Oversight Team (TPOT) categorized each Action Item into one of four categories -- A, B, C, D. Category A items are the highest priority and were selected because they were on the 2011-2012 Prioritization Master List. Category B is next highest due to relative importance and impact for current or future needs. Category D is lowest priority.								
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³ The ID numbers correspond to the ID numbers in the Technology Plan 2011-2015.								
⁴ The timelines reflect those Action Items that are scheduled to begin in 2011 and include 2011-2012, 2011-2013, etc. These timelines vary somewhat from the 2011-2015 Tech Plan per the revisions of the TPOT and ITC during summer/fall 2011.								
* These items are important for compliance or potential catastrophic risk.								

Master List of Needs

SUPPLIES & MINOR EQUIPMENT NEEDS				ESTIMATED COST	STRATEGIC PRIORITY
DIVISION	RANK	REQUEST	RATIONALE		
Academic Affairs	1	Classroom Computer Chairs and Tables – Reading Center Classrooms 427, 428, and 429 (36) Chairs, (36) Tables Composition Lab 422, (33) Chairs (Lang/Lit)	To replace badly worn, broken, and unsanitary upholstered computer chairs which are used heavily in teaching the majority of reading classes that are regularly scheduled.	\$11,730 (\$170/chair)	Teaching and Learning
				\$8,604 (\$239/table)	
Academic Affairs	2	Adequate number (8) of DSS compliant workstations in rooms 223, 224, 227 and 228 (BPTE)	ADA Requirement	\$9,000	Student Access
Academic Affairs	3	Chairs (40) – Architecture/CAD Labs (BPTE)	Replaced aged chairs in Architecture/CAD labs	\$7,600	Student Success
Academic Affairs	4	Book Budget (Library)	The book budget was cut during the 2003 budget crisis, but was never reinstated. Additionally, we have added a library at Otay Mesa and book prices continue to increase. We seek parity with comparable	\$41,000	Student Access

SUPPLIES & MINOR EQUIPMENT NEEDS					ESTIMATED COST		STRATEGIC PRIORITY	
DIVISION	RANK	REQUEST	RATIONALE					
Academic Affairs	5	Presentation cart for the Academic Success Center for use during workshops and large group presentations, e.g., meetings for all tutors working through LAS (ISS)	The area within the ASC adjacent to the Reading Center is equipped with a screen for viewing large group presentations. In addition, a portable digital projector and DVD player are housed in the ASC. However, there is no presentation cart to set up and move this equipment to this location.		\$600-\$700		Student Access Student Success	
Academic Affairs	6	Materials for an anthropology lab course (SSH)	The addition of an anthropology lab will prepare majors for transfer and likely be included in the TMC for anthropology related to SB1440.		\$300		Student Success	
Academic Affairs	7	4 Photogenic Portable Lighting Strobe kids (AC)	Necessary for instruction and student projects for courses that use the photography lighting studios. Unable to open new facility without this equipment.		\$4,800		Student Access Teaching & Learning	
Academic Affairs	8	Increase supply budgets by 15% (BPTE) (MSE)	Supply budgets have been reduced by 15% over the last several years and prices for supplies have increased substantially. This has severely depleted supplies on hand and consequently the supply budgets for the next fiscal year will not be adequate to maintain the instructional programs.		\$30,000		Student Success	
Academic Affairs	9	Office Supplies (Navy Program) (HEC NC)	Base office supplies needed to run the Navy College Office (paper, pens, ink, etc.)		\$500		Student Access Student Success	

SUPPLIES & MINOR EQUIPMENT NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs	10	Printers (10) for HEC OM Programs: Nursing, EMT/Paramedic, Police Academy, Fire Science, Office Information Systems, Business Administration	Faculty/staff printers need to be updated as they are getting old & already breaking down.	\$4,000	Student Access
		PHOTO-5 Sekonic 358 Flash meters, 2 Sekonic 558 Flash meters, 2 Posing Stool & Table sets, 3 Tripods, 1 Ringlight kit (AC)	Necessary for instruction and student projects for courses that use the photography lighting studios. Unable to open new facility without this equipment.	\$3,281.00	Student Access Teaching & Learning
Academic Affairs		ARTS & COMM OFFICE-Laser Color printer(AC)	Upgrade to a color Laser Printer needed for Reports and Flyers.	\$4,500	Student Access Teaching & Learning
Academic Affairs		ART-Conveyer dryer, Washout booth, conveyor	Essential for the creation of a silkscreen workshop and expansion of the printmaking process and Visual Arts program.	\$4,645.00	Student Access Teaching & Learning
Academic Affairs		ART-Water based Flash dryer, Washout booth, Dip	Essential for the creation of a silkscreen workshop and expansion of the printmaking process and Visual Arts program.	\$3,265.00	Student Access Teaching & Learning
Academic Affairs		RA&T: 2 Sennheiser MKH-800 Twin-N (AC)	To provide services and activities that is of sufficient size, scope, and quality to be effective.	\$6,000	Student Access Teaching & Learning

SUPPLIES & MINOR EQUIPMENT NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST / STRATEGIC PRIORITY
Academic Affairs		Toner, ink cartridges, and paper required to support classroom reprographic activities in all school programs. (BPTE)	Current budget and student supply fees do not cover the increased costs of these supplies.	\$15,000 Student Success
Academic Affairs		Thirty (30) classroom chairs that are aged and broken and need to be replaced in the 220 building (CIS/OIS). (BPTE)	Classroom chairs are broken or extremely worn.	\$1,800 Student Access Student Success
Academic Affairs		6 stools with casters for computer labs (201, 205) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$700 Student Access Student Success
Academic Affairs		Ergonomic Task Chair for computer lab (203) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$100 Student Access Student Success
Academic Affairs		Twenty three 30" x 72" tables for computer labs (203, 205) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$26,000 Student Access Student Success

SUPPLIES & MINOR EQUIPMENT NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs		Eight 30" x 36" tables for computer labs (203, 205) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$6,300	Student Access Student Success
Academic Affairs		Six 30" x 72" tables for computer labs (203, 205) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$5,200	Student Access Student Success
Academic Affairs		Fifty Four CPU holders for computer labs (203, 205) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$15,300	Student Access Student Success
Academic Affairs		Four Welded Steel Instructor Desks for computer labs (202, 205) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$2,300	Student Access Student Success
Academic Affairs		Eight Vertical Files Letter 4 Drawer for computer labs (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$1,850	Student Access Student Success
Academic Affairs		One Vertical File Legal 4 Drawer for computer lab (204) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$275	Student Access Student Success
Academic Affairs		Nine H Leg Desks 24" x 48" for computer lab (201, 205) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$2,500	Student Access Student Success

SUPPLIES & MINOR EQUIPMENT NEEDS				ESTIMATED COST		STRATEGIC PRIORITY	
DIVISION	RANK	REQUEST	RATIONALE				
Academic Affairs		Three grey cabinets 33 1/2" x 84" x 24" for computer lab (203) (CIS/OIS). (BPTE)	Replace aged classroom furniture.	\$1,700	Student Access	Student Success	
Academic Affairs		Stools for automotive program. (BPTE)	Current student stools are aged and uncomfortable. Department needs an additional 100 stools to complete classroom upgrades.	\$15,000	Student Access	Student Success	
Academic Affairs		21 Thermo Fisher Hamilton Max Lab Steel Mobile Tables	AJ Forensic Lab development to meet industry standards.	\$6,141	Student Access	Student Success	
Academic Affairs		Mirrors for PE classroom & Mobile mirrors for Dance class (Admin) (NC)	Both physical activity classes and dance classes require mirror to facilitate student learning current facilities do not have mirrors.	Quote needed	Student Success		
Academic Affairs		Metal file cabinet with lock (CCAC) (NC)	To secure files with sensitive information	200	Human Resources		
Academic Affairs		Promotional Materials (Navy) (NC)	Promotional material needed to communicate the availability of SWC programs and services to potential students.	\$1,000.00	Student Access	Student Success	
Academic Affairs		Cashiering cash trays for 4 work stations in the student services area (SS) (NC)	We currently have no registers or cash trays for our cashiering processing. This would provide a more secure means of processing of student accounts.	Quote needed	Student Access	Student Success	
Academic Affairs		Change machine (SS) (NC)	We currently have no change machine available for our students. Students need this available to purchase supplies such as scantrons, pencils, pens, blue books. Since we do not have a book store available for the student all year long they need to purchase supplies through a vending machine.	Quote needed	Student Access	Student Success	
Academic Affairs		32 Computer office rolling chairs for the Instructional Lab	Chairs are beginning to break down during regular use	\$200 per chair	Student Access	Student Success	

SUPPLIES & MINOR EQUIPMENT NEEDS						
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY	
Academic Affairs		Instructional books for Adobe CS5 Suite (IT) (NC)	New software installation and operation	\$50	Student Access	Student Success
Academic Affairs		Incubator (NC)	An incubator has been borrowed from the MSE department and needs to be returned. This is used primarily for the MLT's medical microbiology class, but also has applications in other courses as well.	\$3,000	Student Success	
Academic Affairs		New Computer Classroom (Room 4102): 26 Desktop Units, two Laser Printers, 26 Security Locks 26 Mice (OM)	Expansion due to increased number of programs that have transitioned to the HECOM since spring 2009.	\$39,372	Student Access	Student Success
		Center's Computer Replacement: 380 Computers (OM)	Computers are four years old (outdated)	\$293,922	Student Access	Student Success
Academic Affairs		Two File Servers (OM)	To speed up the imaging deployment process on student units.	\$4,700	Student Access	Student Success
Academic Affairs		Surgical Equipment (instruments, OR packs, etc.) (OM)	Supplies are required to maintain a 'real' operating room environment for SLO's to be achieved.	\$4,950	Student Access	Student Success
Academic Affairs		Software for Students w/disabilities: Zoom for 10 DSS Computer units. (OM)	To support students with disabilities.	\$4,950	Student Access	Student Success

SUPPLIES & MINOR EQUIPMENT NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs		Two Mac Units (OM)	To provide easier access of the District Network for Mac users such as Faculty & Students.	\$3,698	Student Access Student Success
Academic Affairs		Center's Laptops Replacement: 40 Laptop Units (OM)	Computers are four years old (outdated)	\$53,160	Student Access Student Success
Academic Affairs		Firefighter Turnout Coats (garments) (20 each) (OM)	Used for protection in structural firefighting and other emergency activities. Protects trunk and limbs against cuts, abrasions, and burn injuries, protects from heat and cold, and provides limited protection from corrosive liquids. Required per NFPA 1971.	\$19,899	Student Success
Academic Affairs		Firefighter Turnout Pants (20 each) (OM)	Used for protection in structural firefighting and other emergency activities. Protects trunk and limbs against cuts, abrasions, and burn injuries, protects from heat and cold, and provides limited protection from corrosive liquids. Required per NFPA 1971.	\$15,539	Student Success
Academic Affairs		Structural Fire Helmets w/goggles (20 each) (OM)	Protects the heat from impact as well as from scalding water and other products of combustion. Required per NFPA 1971	\$2,899	Student Success
Academic Affairs		Lightweight, stackable tables for rooms 5103/5104. (SY)	These rooms serve as Dance & Exercise classrooms as well as standard classrooms. In addition, these rooms serve as meeting and event rooms. The tables need to be constantly moved and reconfigured. Unfortunately, the stackable tables that we currently have are very heavy and require two people to move around. For this reason, course offerings in these classrooms are currently limited. With the limited number of classrooms at the HECSY, maximizing classroom use is essential.	\$21,000	Student Access Student Success

SUPPLIES & MINOR EQUIPMENT NEEDS						
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY	
Academic Affairs		Height adjustable chairs in computer classroom. (SY)	All computer classes require that students learn and use proper positioning techniques. This is impossible to do with the chairs that are available in the computer classroom as they do not allow for height adjustments.	\$7,500	Student Success	
Academic Affairs		Task chairs for faculty (10 chairs). (SY)	Center classrooms do not have chairs for faculty.	\$4,900	Student Success	
Academic Affairs		Periodicals Budget (ISS)	This budget item has been reduced by \$36,000 by the reduction of state funding through the TTIP (Telecommunications and Technology Infrastructure Program). We seek to return to that level of funding to strengthen student access to online databases.	c. \$36K	Student Access Student Success Teaching & Learning	
Academic Affairs		Shelving for Library Media reconfiguration (ISS)	Expanding collection in Media which will allow for more accessibility	\$2,000 approx	Student Access Student Success	
Academic Affairs		Printer supplies such as toner cartridges for color laser printers (ISS)	We have requested additional printers to serve the OLC and need the supplies to go with them	\$500	Economic, Workforce & Community Development	
Academic Affairs		Laptop Storage and Charging Cart to house 6-12 laptops	This is necessary for storage and charging of the Writing Center laptops once they are purchased.	\$1,800.00	Student Access Student Success	
Academic Affairs		Classroom chairs for Reading classrooms 428 and 429 (64) (LL)	To replace worn, unsafe (nails protruding through padding), and unsanitary chairs which are used regularly in reading classes	\$3,904 (\$61 each)	Teaching and Learning	
Academic Affairs		180 Sentence Modeling workbooks for 60 series ENGL classes (LL)	Students were much more likely to enroll in and benefit from the 60 series of ENGL classes since the instructional workbooks were provided,. These are authored by ENGL faculty and tailor-made for the courses.	\$600	Student Access Student Success Teaching & Learning	

SUPPLIES & MINOR EQUIPMENT NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Academic Affairs		Political maps: 3 Italian, 4 Spanish-speaking world, 2 Francophone world—laminated. (LL)	World Language classes makes references to places in the target language world for linguistic, social and historical reasons.	\$585 (65 each)
				Teaching and Learning
Academic Affairs		Transit Mobile Laptop Charging Station - Computer Storage Bin for School Office (1) (LL)	To secure, store, and charge laptops checked-out regularly used by dean, faculty and staff	\$1,070 \$1070 each)
				Teaching and Learning
Academic Affairs		CBEST Test Preparation Materials (LL)	The Liberal Studies program does not focus on this type of training; however it should expand to offer practice courses and training preparation for the California Basic Education Skills test, which all undergraduates must take to complete their Liberal Studies degree.	\$1,500 Student Access Student Success Teaching & Learning

SUPPLIES & MINOR EQUIPMENT NEEDS				ESTIMATED COST	STRATEGIC PRIORITY
DIVISION	RANK	REQUEST	RATIONALE		
Academic Affairs		Increase the following supply budgets	These courses are impacted and fill to capacity with long waitlists every semester. Lab space is available, however additional sections cannot be offered without necessary funding for supplies.	\$55,190	Student Success
		a). In order to provide ample funds to purchase supplies and minor equipment needed in Astronomy and Engineering			
		Astronomy: \$2500 (current budget is <\$700/yr)			
		Engineering: \$2,000 (current budget is <\$800/yr)			
		Physics: \$5,000 (current budget is <\$1100/yr)			
		b) In order to add the following impacted sections in priority order:			
		Chem 240 (Organic Chem):			
		1 section \$28,000 one time cost for minor equipment			
		1 section \$4,000 on-going cost for supplies			
		Chem 170 (Prep Chem):			
		1 section \$ \$3,290 on-going cost for supplies			
		Biol 265 (Microbiology):			
		2 sections \$4,400 on-going cost for supplies			
		Biol 260 (Anatomy):			
		3 sections \$6,000 on-going cost for supplies (MSE)			

SUPPLIES & MINOR EQUIPMENT NEEDS					ESTIMATED COST		STRATEGIC PRIORITY	
DIVISION	RANK	REQUEST	RATIONALE					
Academic Affairs		Spectrophotometers (need 20) (MSE)	The existing spectrophotometers (14) are used frequently in laboratory experiments by Biology and Chemistry and are over 12 years old. As a result, they keep breaking down and two are currently out of commission. Six (6) additional specs are needed because they are used in multiple labs at the same time.		\$60,000		Student Success	
Academic Affairs		Maintain osteological and paleoanthropological materials and collection (SSH)	The current collections needs to be maintained to assure materials for student use remain available		\$500		Student Success	
Academic Affairs		Materials for an anthropology lab course (SSH)	The addition of an anthropology lab will prepare majors for transfer and likely be included in the TMC for anthropology related to SB 1440		\$300		Student Success	
Student Affairs	1	Need to establish District budget line to support purchase of office supplies for Center for International Education.	Current restricted budget of project earned income will be depleted in a year and need to establish a yearly budget line.		\$1,000.00		1, 2	
Student Affairs	2	Laptops and portable projectors for Outreach	Outreach equipment is limited and outdated. There is a need to have two laptops and projectors to give workshops at the high schools and community events. The college application is online and it necessary to give demonstrations on the computers at the off sites (\$1200 x 2 projectors; \$1500 x 2 laptops)		\$5,400		1, 2	
Student Affairs	3	DSS -- 3 new lab chairs for the High Tech Center	Replaces broken chairs for student use.		\$1,400		1, 2, 7	
Student Affairs	1	Fax machine (Assessment)	Dedicated to receipt of Student Petitions and associated documents for Assessment and Prerequisites, and for the sending of assessment results to other institutions, etc.		\$500		1,2	
Student Affairs	1	Fax machine (DSS)	Front counter. Replace old machine - in disrepair		\$500		1,2	

SUPPLIES & MINOR EQUIPMENT NEEDS					ESTIMATED COST		STRATEGIC PRIORITY	
DIVISION	RANK	REQUEST	RATIONALE					
Student Affairs	2	Lamination machine (Assessment Center)	For signs, forms used at Assessment county, practice tests and guides, test administration forms and manuals, and test booklets.		\$350		1,2	
Student Affairs	3	Stanchions (Assessment Center)	For control of student lines in the Assessment Center--to avoid blocking walkways and other service areas.		\$600		1,2	
Student Affairs	2	Laptop for 2nd proctoring workstation (DSS)	Needed to schedule and monitor proctoring data		\$2,000-\$2,500		1,2	
Student Affairs	1	Maintain current level of office supplies (EOPS)	Possible loss of supplies due to reduced state funds		\$25,000		2	
Student Affairs		Paper and toner/inks on an ongoing basis (Student Employment Services)	Used to print job orders		\$2,000		3	
Student Affairs	7	Various health brochures/pamphlets (Health)	Replace outdated information in the waiting area. Health brochures/pamphlets provide clients with current health-related information.		\$1,500		2	
Student Affairs	8	Health Educational DVDs (Health)	To provide ongoing health information while sitting in waiting room.		\$2,000		2	
Student Affairs	1	Increase Office Supplies budget by 15% (Health)	Prices for general office supplies have increased.		\$10,000		5	
Student Affairs	2	Increase medical supplies budget by 15% (Health)	Prices for medical supplies have increased. Our medical supplier merged with another company. As a result, prices have increased.		\$12,000.00		2	
Student Affairs	6	Nursing reference books (Health)	Updated reference books (patient assessment and management, drug reference, and laboratory assessment). Updated reference books needed to assist nurses with their clients.		\$500		2,5	
Student Affairs	5	Pulse Oximeter (Health)	First aid monitor for pulse rate and oxygen saturation for patients in respiratory distress.		\$160		2	
Student Affairs	3	Oxygen refill (Health)	Oxygen tank is near empty and needs refill. Oxygen is needed for respiratory-compromised individuals		\$200		2	

SUPPLIES & MINOR EQUIPMENT NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Student Affairs	4	Digital scale (Health)	An updated and modern scale. Current scale is +10 years, and has been calibrated countless times.	\$3,500	2
Student Affairs		Office supplies, certificate paper, signage and various items for Commencement and Annual Student Awards Ceremony events and committee meetings (Institutional Recognition Events)	Items needed for Commencement and Annual Student Awards Ceremony events and to run effective committee meetings.	\$300	N/A
Student Affairs		Establish budget line item for office supplies (International Programs)	ALREADY ON LIST SEE ITEM #142	\$1,000	2
Student Affairs	1	Microsoft Office update for interns computer (Personal Wellness)	Computer in interns' office unable to open attachments/files from updated office software.	\$120	2
Student Affairs	2	Psychological Reference books for intern training purposes (Personal Wellness)	Ongoing training of interns to help improve therapeutic skills and student outcomes.	\$500	2
Student Affairs	3	DVDs & videos on psychotherapeutic techniques for intern training purposes (Personal Wellness)	Ongoing training of interns to help improve therapeutic skills and student outcomes.	\$500	2
Student Affairs		Increase supply budgets by 20% (Student Activities)	Current level can only supply paper for printers and minimal office supplies	\$4,000	2

SUPPLIES & MINOR EQUIPMENT NEEDS					ESTIMATED COST		STRATEGIC PRIORITY	
DIVISION	RANK	REQUEST	RATIONALE					
Student Affairs	1	Office supplies with printing/ publication costs (Veterans)	Necessary for normal operations at current level.		\$3,000	1		
Supt/Pres	1	Membership in national and state research and grant publications such as RP Group, AIR, CAIR, Crystal Reports, Federal Grants Register, etc.	Needed to keep abreast of higher education research and grant opportunities		\$2,500	Priority 5	Organizational Effectiveness	
							♦Research / Data Collection	
							♦ Generating New Sources of Revenue	
Human Resources	1	Updated books & DVDs for training provided by Staff Development Program	Ongoing need to update the Staff Development Program library with books and DVDs that may be used in training. These materials are also available to all staff to check out.		\$3,000	5,6		
Human Resources	2	Instructional & office supplies for Staff Development Program	Ongoing needs for all workshops and events offered through the Staff Development Program		\$5,000	5, 6		

FACILITIES NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Academic Affairs	1	ART-710 Building (AC)	The 710 Building/Ceramics area consists of an indoor classroom and a covered outdoor workspace. Rain forces the closure of the outside work area and prevents students from performing tasks that can only be done in the affected area. Ceramics outdoor workspace should be upgraded to solve this problem. Storage is also an issue for the abundance of student projects. This is major safety issues that must be addressed immediately. When it rains the room becomes wet and students and faculty are at risk.	\$150,000 - \$175,000.
Academic Affairs	2	DI Water system in 330 building(MSE)	The cost of purchasing or producing distilled water for chemistry laboratories has increased substantially, adding about \$2300 to the cost of each lab section. Installing a de-ionized water system that was piped to all of the labs would reduce the cost substantially.	Need estimate from facilities
Academic Affairs	3	ART-750 Building (Room 751 Audio Visual Renovation - projector, sound system, screen) (AC)	Room 751 is an auditorium style classroom serving a large number of students. The current AV/Sound equipment is outdated and often fails to work. This is impacting on instruction and student learning. This room is used campus wide and the equipment has completely failed. It is the only major classroom that offers theatre style seating for 151.	\$25,000 - \$50,000.
Academic Affairs	4	Forensic Crime Lab(BPTE)	Classroom renovation to create state of the art forensics crime lab for student training that meets industry standards.	\$60,000
Academic Affairs	5	Room 4104: Remodel into a standard classroom w/Smart Podium(OM)	Expansion needed for programs added since 2009	\$4,122.58
				Student Access Teaching & Learning
				Student Success
				Student Access Teaching & Learning
				Student Access Student Success
				Student Access Student Success

FACILITIES NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs	6	Open facility on Fridays.(SY)	Opening the facility on Fridays will allow the Center to better meet the community's demand for classes. In addition, it will allow for an increase in FTES which is necessary to reach Center Status.	\$22,000 (estimate provided by Facilities, Operations & Planning)	Student Access Student Success
Academic Affairs	7	Remodel Math Center to increase study area(MSE)	The existing Math Center supports 12,000 students per year who take basic skills classes.	Need estimate from facilities	Student Success
Academic Affairs	8	Electrical Outlets on wall for reading classrooms (427, 428, 429) (LL)	To provide the capability to use the electrical equipment in the classroom. Existing floor outlets present a hazard for students and faculty moving around in classroom	Need estimate from facilities	Student Success Teaching and Learning
Academic Affairs	9	Emergency Vehicle Enclosure to house motorized fire apparatus and support equipment.(OM)	The Fire Science Program is currently without any facilities in which to house our newly acquired fire truck and the equipment needed to support it. Additional storage is needed for various support equipment including; fire hose, ladders, breathing apparatus, appliances, personal protective clothing, materials and supplies.	\$23,000.00	Student Access Student Success
Academic Affairs	10	Latent Supplies Room: Wood Cabinets, Sinks, Fixtures Stainless Steel C-Top (BPTE)	AJ Forensic Lab development to meet industry standards.	\$136,000	Student Access Student Success

FACILITIES NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs		ART-750 Building(AC)	The 750 Building includes an exposed, exterior courtyard. We recommend adding a translucent roofing structure that provides a safe and clean working environment. Expand the chain link area around metal fabrication equipment for security and functionality of the space. Perform a complete reorganization and upgrade of the functional space, facilities, and furniture of the courtyard area. Sculpture, Furniture Design, 3D Design and Jewelry are currently being taught in the same classroom in the 750 Building. This creates many conflicts related to storage of student work, equipment and hazardous materials. Dedicated classrooms should be acquired to house each of these disciplines and to ensure optimal student learning. The current Slide Library is in need of better natural light, ventilation, and an interior remodel to facilitate proper use of the space, and current needs in art media storage. This is a major safety issue.	\$150,000- \$175,000	Student Access Teaching & Learning
Academic Affairs		SCHOOL OFFICE: Remodel of Office(AC)	Office is due for an update after 50 years. Student flow is affected and accessibility per ADA is non-existent.	\$25,000	Student Access
Academic Affairs		MUSIC- Soundproofing for 800 building(AC)	Sound from practice rooms leak into classroom 802 disrupting class, sound from 805 leaks into faculty offices, sound from practice rooms leaks into other practice rooms. The phone rings through the walls for a music building this is a constant interruption to faculty and instruction.	Unknown	Student Access Teaching & Learning

FACILITIES NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Academic Affairs		COMMUNICATION: Forensic Team Space(AC)	The team is restricted to 2 small faculty offices. Each office has one desktop computer and the team has one laptop for travel. The problems remain the eventual need for more space as the team grows and that the team is unable to use the computers to full capacity since they do not have printer. Student learning is being impacted and the program which has received national awards is being impacted by the lack of space and technology.	\$8,000-\$15,000. per room
				\$32,000-\$60,000 needed for 4 rooms
		TELE-Classroom & Production room(AC)	The program needs classrooms that are physically located near the labs (i.e. Edit lab, TV Studio, control room etc that enables students to sit down, take notes and participate in classroom discussions and activities. No current classroom is available near the multimedia area-Library building/L200 area. Faculty are literally scrounging for classrooms all over the campus.	\$8,000-\$15,000. per room 1 room needed
Academic Affairs		Building 560 and 550 classroom renovations.(BPTE)	Sub-standard learning environment and outdated equipment; no wireless for hybrid and internet teaching.	\$30,000
Academic Affairs		Forensic Light Room Stn Steel Countertop, Sink and Fixture (BPTE)	AJ Forensic Lab development to meet industry standards.	\$9,505
Academic Affairs		Emergency panic buttons at staff work stations (Admin)(NC)	The HEC, NC is not part of the SWC Police Department coverage area. We rely on the NC Police Department for emergency services. Panic buttons that sound an alarm would contribute to staff and student safety.	Quote needed

FACILITIES NEEDS					ESTIMATED COST	STRATEGIC PRIORITY
DIVISION	RANK	REQUEST	RATIONALE			
Academic Affairs		Carpet replacement (Admin) (NC)	The carpet throughout the Center is stained and worn.		Quote needed	Student Access Student Success
Academic Affairs		Benches in hallways need to be reupholstered	The fabric on the benches in the hallways used by students are stained and beyond cleaning.		Quote needed	Student Access Student Success
Academic Affairs		Stairway needs to be evaluated for safety (Admin)(NC)	Over the past several years over five students/staff have fallen down the steps. On several occasions paramedics had to be called to assist the injured student. This is a major liability for the District.		Evaluation needed	Student Access Student Success
Academic Affairs		Remodel area to provide a private office (CCAC) (NC)	Newly hired director needs private office		Evaluation needed by Facilities Department	Human Resources
Academic Affairs		Add boat storage space (CCAC) (NC)	Growing programs have required us to purchase more equipment causing a lack of storage space.		Evaluation needed by Facilities	Student Access Student Success
Academic Affairs		Student services work stations remodeled (SS)(NC)	All 4 workstations lack adequate work space for staff and student materials, lack necessary file cabinets for student services forms and lack ergonomic design.		Quote needed	Human Resources
Academic Affairs		Room 4119: Remodel into a conference room/classroom w/Smart Podium(OM)	Expansion needed for programs added since 2009; Room 4500 being used a classroom with more frequency		\$5,606.08	Student Access Student Success

FACILITIES NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs		Room 4117: Remodel into a conference room w/Smart Podium(OM)	Expansion needed for programs added since 2009; Room 4500 being used a classroom with more frequency	\$5,606.08	Student Access Student Success
Academic Affairs		Office space for five staff. Suggested locations include the 105 office spaces currently available or the upstairs library office spaces currently available. (ISS)	Currently, ISS is located in a space that does not meet the needs of the office nor the faculty we provide services for. Three staff members occupy cubicles located in a space that is not appropriate for offices. The worst location is in the back cubicle, located next to the building air conditioning unit and underneath the building wireless modem. This causes hi-pitched noises throughout the day. The Facility department has not been able to adequately insulate the area to eliminate the noise.	No Cost	Organizational Effectiveness Human Resources
Academic Affairs		Repair of Circulation Desk(ISS)	Poor design, craftsmanship and installation have resulted in a deteriorating front desk, which is a liability to students, staff and the community.	Currently out to bid	Student Access Student Success
Academic Affairs		Lighting in School Office (LL)	To replace and upgrade lighting sources which are highly inadequate for regular work which staff need to perform on a regular basis	Need estimate from facilities	Student Success Teaching and Learning
Academic Affairs		Bldg. 400 structural renovation including bathrooms(LL)	Walls, foundation, and plumbing are crumbling and failing, creating unsafe and unsanitary conditions for faculty, staff, students	Need estimate from facilities	Teaching and Learning

FACILITIES NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs		Relocate Server Cabinet away from human proximity (LL)	Proximity of current server cabinet to office personnel presents an extreme safety hazard	Need estimate from facilities	Student Success Teaching and Learning
Academic Affairs		Ceiling panels in School Office(LL)	To replace existing ceiling panels which are cracked, discolored and water stained. This condition worsened after the 2007 fires.	Need estimate from facilities	Student Success Teaching and Learning
Academic Affairs		Recessed classroom lights for reading classrooms (427, 428, 429) (LL)	To provide the capability to use the classroom computer projector during instruction while maintaining adequate lighting for students at their desk. Safety issues also apply	Need estimate from facilities	Student Success Teaching and Learning
Academic Affairs		Room 301 (MSE)	This classroom is utilized from 8 am to 9 pm daily and the room not been renovated in over 20 years. Deficiencies include broken permanent writing arm chairs, termites, poor ventilation and lighting systems, exposed hazardous cables, chalk board needs replacing, flooring is worn, etc.	Need estimate from facilities	Student Success
Academic Affairs		Room 302(MSE)	This classroom is utilized from 8 am to 9 pm daily and the room not been renovated in over 20 years. Deficiencies include termites, poor ventilation and lighting systems, exposed hazardous cables, chalk board needs repair, flooring is worn, etc.	Need estimate from facilities	Student Success

FACILITIES NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs		Expand the MESA Center to accommodate at least 125 students. The MESA Center is open to all students who need tutoring in transfer-level mathematics and science classes. (MSE)	The current MESA Center has space to accommodate 30 students at a time and there are 11 computer stations. There are currently 120 MESA students and 279 students on the waiting list to join the MESA program. The MESA Center is packed to capacity throughout the day.	Need estimate from facilities	Student Success

FACILITIES NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Academic Affairs		Renovate Planetarium to include:	The planetarium has not been renovated in over 20 years. Deficiencies include broken worn permanent chairs, moldy carpeting, poor ventilation systems, and obsolete stellar projection system.	Need estimate from facilities
		· New planetarium projector		
		· NanoSeam Dome		
		· Concentric Planetarium Seating		
		· LED Cove Lighting System		
		· Upgraded Sound System		
		· Electrical connections and controls to support video, slide and special effects projectors		
		· New carpeting (or alternative flooring)		
		· New, quiet air handling system (or manual control over the existing system)		
		(MSE)		
				Student Success

FACILITIES NEEDS							
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY		
Academic Affairs		Renovate Astronomy Laboratory to include: <ul style="list-style-type: none">· Faculty demonstration table with water, compressed air, electrical outlets, and natural gas· Lab benches with water, compressed air, and electrical outlets· Re-installation of a Helio-stat (MSE)	The astronomy laboratory has not been renovated in over 20 years. Deficiencies include mold, no lab benches, lack of installed equipment.		Student Success		
	1	Rental of facility for 2012 Commencement Ceremony	Need to secure rental facility for Commencement Ceremony as DeVore Stadium will be under construction.	Estimate \$5,000 \$10,000	2, 5, 7		
	2	DSS: Two classrooms near the 400 Building during finals weeks of each semester (201 and 201A)	To provide mandated service of Proctoring students with disabilities during finals.	None	1, 2, 7		
	3	New Wellness Center for Health Services and Personal Wellness	Currently Medical Services and Mental Health are physically separated and services are fragmented; from therapeutic intervention to office/clerical support. The current arrangement is not conducive to the treatment of the whole student from the biopsychosocial perspective. Having a Wellness Center that encompasses both would help focus on a more holistic approach and enhance student success and retention at the College.	Vacated space with Corner Lot Relocations – Prop R	1, 2		

FACILITIES NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Student Affairs	4	Multicultural Center/Cross-Cultural Center/Village Concept – Space for students to come together (Umoja, Puente, TELA, Veterans, etc.).	Concept discussed by workgroup focused on increasing cultural competence of our students/staff through the establishment of this center (Bea Zamora, Janelle Williams, Maya Block, Sylvia Felan-Gonzalez)	Vacated space with Corner Lot Relocations – Prop R
	5	New conference room/meeting space to have ASO senate, Executive, standing committee meetings, Region X, club/organization work space.	The growth of the number of student clubs/organizations and the ASO has impacted the Student Center. The program has doubled since its building of the Student center. More meeting space is needed to accommodate the operations of the program and meets ADA regulations.	Vacated space with Corner Lot Relocations – Prop R
Student Affairs		Storage Space (Coop Work Experience)	Need storage space for old program files that must be maintained, but not used on daily basis.	Unknown
Student Affairs		Cafeteria East (GEAR UP)	SWC GEARUP utilizes Cafeteria East for campus tours, symposiums, meetings, and awards ceremonies.	none
Student Affairs	1	Use of Free Speech Area on an annual basis (SES)	Annual Job Fair held in third week of March	none
Student Affairs		Provide study space for EOPS/TELA students (EoPS)	Our goal to increase the affective impact of EOPS is hindered by a lack of space to interact with students in groups.	none
				1, 2, 7
				1, 2
				1
				N/A
				3
				2

FACILITIES NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Student Affairs	1	Remove portion of partition wall by desk of Assessment Technician (Assessment)	To better serve students: Assessment Technician cannot observe students at counter and vice versa.	Estimate needed	1,2
Student Affairs	2	Install benches along SWC campus walkways (DSS)	Students with physical disabilities need rest areas along long walks between classes	Estimate needed	1,2
Student Affairs	3	Provide access to kiosk for visitors with disabilities needing parking information (DSS)	The kiosk is not accessible to drivers with disabilities at entry to campus parking	Estimate needed	1,2
Human Resources	1	Office space for Training Services Coordinator	This newly filled position does not have a designated office space.	TBD	5, 6
Human Resources	2	Confidential office space for Staff Development Coordinator.	Currently the Staff Development Coordinator's office space is within a busy and open office environment. A quiet work space is required when concentration is needed for planning professional development. A confidential office space is needed to conduct private consultations with faculty and staff related to professional development.	TBD	5, 6

EQUIPMENT NEEDS							
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY		
Academic Affairs	1	Server (ISS)	To facilitate migration to Linux (RHEL) for Sirsi/Dynix upgrade. Server is on hand in IT.	\$0	Student Access		
Academic Affairs	2	Bleachers and Curtains (Dance)	Replacement of old, dangerous bleacher seating and curtains. These items are a major safety issue; the bleachers could result in physical injury for the staff and the curtains are rotting.	\$55,000	Student Access Teaching & Learning		
Academic Affairs	3	-80 Freezer (MSE)	This item is used to store for extended periods of time biological materials that have been produced in mass and tested to assure they function properly. These biological materials are difficult to produce and less reliable when done in a piecemeal fashion. In addition, these materials can't be stored for later use in the freezers currently available in biology, which only go down to -20 because they degrade.	\$8,000	Student Success		
Academic Affairs	4	Update the 4 High Fidelity Manikins (Computer Components) OM	These expensive manikins are 3+ years old and need updates to maintain currency in teaching as well as to allow a larger pool of faculty to run the manikins (new software, much more user friendly)	\$25,000	Student Success		
Academic Affairs	5	Purchase of a Hematology analyzer	The Higher Education Center at National City houses the MLT program included; in this program is the Clinical Hematology course. This course requires that students work with equipment that will provide clinical skills expected in today's laboratory setting.	\$ 8,000	Economic, Workforce & Community Development		
			Additionally, our accreditation body which is the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) standard 6B states that::				
			"Each student must have reasonable access to and experience with modern equipment and supplies."				
			Furthermore, standard 6D states: "Adequate instructional resources must be available to facilitate each student's attainment of entry level competencies."				
			The lack of laboratory equipment places the students at a disadvantage with respect to employment preparation and externship experience. Without the hematology analyzer the students graduate with limited laboratory practical skills.				

EQUIPMENT NEEDS					ESTIMATED COST	STRATEGIC PRIORITY
DIVISION	RANK	REQUEST	RATIONALE			
Academic Affairs	6	Kiln (Art)	Electric kiln for student use. Must update this equipment to ensure safety of operating equipment for staff and students.		\$7,000	Student Access
Academic Affairs	7	Incubators (8) MSE	Existing incubators are over 20 years old and are not holding temperature reliably, which negatively impacts cell biology, biotechnology, and microbiology instruction.		\$40,000	Teaching & Learning Student Success
Academic Affairs	8	Dental Operatory Replacement Plan (NC)	Long-term equipment replacement plan need for the Dental Hygiene Clinic. Each operatory costs approximately \$15,000 and we have 22.		Need Consultation	Student Access
Academic Affairs	9	Epilog Laser "12.24" 40W (Architecture, BPTC)	Laser equipment needed to meet Architecture labor market standards.		\$12,495	Student Success
Academic Affairs	10	Operating Room Tables (2)	The Surgical Technology Lab requires 2 more OR tables to facilitate all students being engaged during the lab sessions. Currently, there is not enough equipment for the number of students.		\$12,000	Student Access
Academic Affairs		COMMUNICATION- Vid-Oral booth overhaul	Vid-Oral booth overhaul to operate at full capacity. To keep equipment current to support instruction.		\$20,000	Student Success
Academic Affairs		TELEMEDIA-4 Teleprompters, 4 HD Studio Cameras,	Current system is not compatible to future system upgrades. Current system is insufficient for present video configuration. Replacement and upgrade.		\$125,600	Teaching & Learning Student Access
Academic Affairs		MUSIC-Two Grand Pianos	The current grand piano is 40 years old and in disrepair. Two grand pianos are needed, one for room 805 and one for room 801.		\$30,000	Teaching & Learning Student Access
Academic Affairs		Copier (HEC Admin)	As faculty and staff usage has increased the number of copies made has tripled; altering the life expectancy of the machine. The current copier located in the Student Services area is more than six years old and is unreliable for faculty use. Maintenance and service costs have increased since the machine breaks down frequently.		\$25,000	Teaching & Learning Student Access
Academic Affairs		Student ID Card System (Hardware & Software) (Admin)	Throughout the District (CV, OM, & SY) students are able to request and receive a picture student ID card. Currently, students studying at National City are forced to go alternate campus to receive an ID card as the HEC, NC does not have this equipment.		\$15,000	Student Success Student Access

EQUIPMENT NEEDS					ESTIMATED COST	STRATEGIC PRIORITY
DIVISION	RANK	REQUEST	RATIONALE			
Academic Affairs		Gator (CCAC)	Moving equipment and surfboards to beach side for classes.		9,500.	Student Access
Academic Affairs		Deck Sweeper (CCAC)	Assist with sweeping of our large deck where boats are stored.		12,000.	Student Success
Academic Affairs		Nursing - Warranty for high fidelity manikins	Manikins cost over \$500,00. and due to the high technical components – breakdown, repair & replacement parts must be planned for.		\$25,000	Student Success
Academic Affairs		Armored Ultra Combat Fire Hose 1.75"x 50'	For carrying water for fire fighting.		\$5,279.00	Student Success
Academic Affairs		Scott SCBA Air-Pak® 75™ SCBA Cost \$5,871 ea. (8 packs)	Self-Contained Breathing Apparatus (SCBA) (Respiratory Protection) Protects firefighters face and lungs from heat, smoke and other toxic products of combustion, and airborne contaminants.		\$46,986.00	Student Success
Academic Affairs		Classroom Lab Chairs – Language Acquisition Center (LAC) – Room 445 (41)	To replace badly worn and unsanitary upholstered computer chairs which are used heavily, from 8:00am to 7:00pm, on a regular basis.		\$6970 (\$170 each)	Teaching and Learning
Academic Affairs		Plant Tissue Culture Chamber	To provide sterile conditions for conducting tissue culture experiments in the capstone course for biology majors: Biol 212: Biology of Plants		\$7,000	Student Success

EQUIPMENT NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Student Affairs	1	Annual Institutional Commencement Ceremony (Chair/Canopies/Astroturf Rental, Portable Potty Rentals, Sound System Rentals, Flowers, Interpreters, Supplies, Security Services, Programs, Printing Services, Regalia Rentals, Tassels, Water, Diplomas)	All equipment needed for Commencement Day event. Total budget is \$27,012.32; however, \$20,000 has been provided by combining existing resources; and/or in-kind support. Amount noted in "unfunded."	\$7,000
				2, 5, 7
	2	Student ID Card System (Hardware & Software) (Admin)	Throughout the District (CV, OM, & SY) students are able to request and receive a picture student ID card. Currently, students studying at National City are forced to go alternate campus to receive an ID card as the HEC, NC does not have this equipment.	\$6,500
		Replace lobby furniture in Student Center	Furniture is 11 years old and needs to be replaced. Sofa arms and chairs are broken.	\$95,000 (student center fee)
	1	Exam Table (Health)	Replace outdated stationary exam table with one that accommodate a client that weighs up to 300 lbs, and also to suit taller individuals.	\$10,000
Student Affairs	1	3 new lab chairs (HTC)	Replace chairs that are broken	\$1,400
Student Affairs	N/A	AquaTrek Ramp for pool area (*Requested for purchase through HESA)	Access points to the pool are hi-priority for students with disabilities. The Aqua Trek Ramp is a multi-purpose 3-in-1 system, which functions as a ramp, stair and set of underwater parallel bars.	\$5,600
				1, 2

EQUIPMENT NEEDS						
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY	
Student Affairs	2	3 sets of height adjustable arms (HTC)	Replace broken arms on 3 other chairs	\$300	1, 2	
Human Resources	1	Desk & office furniture for Training Services Coordinator	There is no office furniture available for the person who will fill this position.	TBD	5, 6	
Business & Financial Affairs	1	Stability anchors for steel shelving in textbook area - Bookstore	Steel textbooks shelves are over 7 feet tall and each section can carry textbook weight in excess of 1000 lbs, in addition to shelf weight. As they were installed over 30 years ago, they are not earthquake safe and pose a substantial danger to customers and staff in the event of a serious earthquake. This improvement has been postponed in the past due to planning of a new store location and expense, but this continues to be a safety issue and potential liability for the College District.	\$10,000 - \$15,000	7 – Teaching & Learning	
Business & Financial Affairs	2	Snack bar equipment - Foodservices	Furnish new snack bar	\$40,000	2-Jan	
Business & Financial Affairs	3	1 Police Patrol Vehicles including emergency equipment and exterior graphics	To support timely deployment of current officers and supervisor, will also support the request for additional police officers to establish 7/24 police presence to patrol District properties	\$46,000	1.1 Improve student success through early assessment, support services, course offerings and an effective learning environment.	
		One RCS Police Vehicle Radios	To support police communications for requested vehicles. Each vehicle must have regional police radios to communicate with the dispatcher and other police agencies.			
Business & Financial Affairs	4	Forklift - Facilities	Existing fork lift is at life expectancy. Only viable unit on campus, if it goes down, no immediate lift capability.	\$30,000.00	1	

EQUIPMENT NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Business & Financial Affairs	5	Sweeper and riding vacuums for Corner Lot - Facilities	10 acres and 130,000 ASF additional space being added and coming on line.	\$22,000	1
	6	1 Police Patrol Vehicles including emergency equipment and exterior graphics One RCS Police Vehicle Radios	To support timely deployment of current officers and supervisor; will also support the request for additional police officers to establish 7/24 police presence to patrol District properties To support police communications for requested vehicles. Each vehicle must have regional police radios to communicate with the dispatcher and other police agencies.	\$46,000	1.1 Improve student success through early assessment, support services, course offerings and an effective learning environment.

HR CLASSIFIED NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Supt/Pres	2	2	Convert current contract to full time analyst position to provide essential support for expanding network and server services while also providing redundancy in the critical area of District network resources.	No cost, move current dollars to FT position
Supt/Pres	3	DBA/Systems Administrator	Needed to effectively implement all planned Datatel modules and functionality to load and monitor updates/upgrades, maintain database file integrity and ensure ability to meet all federal, state, and local data requirements/deadlines.	\$89,310
Supt/Pres	4	Coordinator: Research/Planning/Grants/Foundation	Required to provide leadership and support in these areas to maintain Accreditation and provide support to areas where new sources of income can be sought.	\$60,000
Supt/Pres	5	Grant Writer	Required to generate additional revenue.	\$68,752 to \$83,678 Range 31
Supt/Pres	6	Secretarial Support to the Office of Institutional Research, Planning and Foundation	Required to provide greatly needed clerical support for these four areas.	\$40,000

HR CLASSIFIED NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST
Academic Affairs	3	.50 Clerical Assistant, HEC SY (replacement)	Additional staffing needed to open Center on Fridays and achieve Center Status goal; also required for safety and liability issues. Safety/Liability issue.	No additional cost; already funded
Academic Affairs	5	Replacement for Russell Stolzoff, Instructional Lab Coordinator for EMT/Paramedic Program (HEC OM)	This is a replacement position. Russell Stolzoff resigned in February 2011. Students need access to supervised instructional lab to practice critical skills. While this position is not a requirement for accreditation of the Paramedic Program, it is essential to have this position staffed for students to have access to the lab and to be able to practice with oversight of the lab coordinator. The last time the Paramedic Program was accredited, this position was approved to start the following semester fall 2007.	Student Success; Human Resources
Academic Affairs	6	Hire one FT Clerical Assistant II for Nursing Program to serve 5 programs (ADN, VN, CNA, ST, ORN)	The Nursing Program has been understaffed and in need of a Clerical Assistant II since it moved to Otay Mesa in 2007. In 2010 two additional programs were added, Surgical Technology and Operating Room Nurse. The inquiries and paperwork involved in assessing students for entry into all of these programs necessitates several additional clerical hours dedicated to each of 5 programs.	Student Success; Human Resources
Academic Affairs	7	Aquatic Equipment Technician (partial contract - 10 hrs/week) CCAC/NC	Growing programs means more equipment which require regular maintenance for safety and longevity.	Student Success; Human Resources
Academic Affairs	9	Instructional Assistant II, Microcomputer (.5 FTE) SY	The Center offers classes from 8 am to 10 pm. The Instructional lab Technician - Microcomputer is unable to provide support to faculty and students utilizing instructional technology in the SMART classrooms and computer labs. An hourly IT assistant has been providing coverage to evening faculty and students since the reopening of the Center in January 2008. This hourly position needs to be converted to a contract position.	Student Success; Human Resources

HR-Classified Needs					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Academic Affairs	10	MSE Office Clerk III	MSE is the largest school and needs an additional staff person to keep up with the office demands. Currently there are two full time office staff members.	\$50,000	Student Success
Business & Financial Affairs	1 (tie)	Charts of Accounts personnel portion either temporary labor or consultant (estimate)	Our current chart of accounts format has 15 digits whereas the baseline software account number has 24 digits. This creates the continued need for customized programming and an inability to take advantage of the software's added functionality such as Financial Aid Link and student aid direct deposits.	\$100,000	Student Access
Business & Financial Affairs	1 (tie)	Purchasing, Contracts, Facilities & Leasing Assistant	The Purchasing Manager and Purchasing Assistant positions were eliminated over the last three years. The department of Purchasing has two buyers and Contracts has one coordinator. While we are a central purchasing and contracts department to the entire district, the human resources allocation we have does not support the day-to-day need of the district for the volume of requests received; time needed for processing. The facilities department is currently a one person operation reporting to the Director. This function needs assistance with scheduling, checking availability, contracts generation and various other.	\$50,000	1.1, 5.2
Business & Financial Affairs	1 (tie)	Maintenance Custodian 1	10 acres and 130,000 ASF additional space being added and coming on line.	\$42,000	1
Business & Financial Affairs	2	Campus Police Officer 1	To establish a safer police presence within the District: this would re-establish the number of police officers budgeted in April 2008 when 2 untrained officers were demoted to non-sworn Campus Service Officers and deployed to Otay Mesa	\$65,000 + \$6,500 supplies	1
Business & Financial Affairs	4	Cashiering FT Account Clerk (from 47.5% FTE)	Without the assistance and additional time spent by the Evening Account Clerk in the complex analysis and vouchering of the accounts of students for refund, the processing of refund checks will be significantly delayed. There was a time this process was delayed for as much as six months which is not acceptable as compared to other colleges, wherein two to six weeks are norm. The Clerk has been working overtime since July 2010.	\$36,000	1
Business & Financial Affairs	5	Campus Police Officer 2	To establish a safer police presence within the District: this would re-establish the number of police officers budgeted in April 2008 when 2 untrained officers were demoted to non-sworn Campus Service Officers and deployed to Otay Mesa	\$65,000 + \$6,500 supplies	1

HR CLASSIFIED NEEDS					
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST	STRATEGIC PRIORITY
Business & Financial Affairs	6	Maintenance Custodian 2	10 acres and 130,000 ASF additional space being added and coming on line.	\$42,000	1
Business & Financial Affairs	7	Maintenance Irrigation Tech	10 acres and 130,000 ASF additional space being added and coming on line.	\$42,000	1
Business & Financial Affairs	8	Maintenance Custodian 3	10 acres and 130,000 ASF additional space being added and coming on line.	\$42,000	1
Business & Financial Affairs	9	Maintenance Custodian 4	10 acres and 130,000 ASF additional space being added and coming on line.	\$42,000	1
Student Affairs	N/A	Computer Technician or Programmer dedicated to Student Affairs to upgrade, service, and maintain all IT related technologies residing in the division	At one time this position was staffed through CSS, but lost in 2004. Meanwhile the reliance of technology to serve students has grown exponentially. The two estimates reflect the salary of a computer lab technician (CLT) and programmer analyst (PA). HW is not included. Note: this request is unranked as this belongs in the PR snapshot for the IT department but is critical the SA demonstrates support for a technician/programmer dedicated to resolving issues for this division.	\$58,248 (CLT) \$64,284 (PA)	1,2,5,7

HR CLASSIFIED NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST STRATEGIC PRIORITY
Student Affairs	1	Categorical Programs (DSS, EOPS, Matriculation) Provide District backfill to maintain same level of service to students based on 10-11 budget. This request was approved as a recurring expense during the budget process for 2010-11.	These are not new positions but existing personnel costs currently funded with District support; positions include faculty and staff that provide direct service to students.	\$1.3 million 1,2,6,7
Student Affairs	2	Clerical Assistant (FT) to assist both the Admissions Department and Outreach Department with office duties	Admissions and Outreach are heavily impacted as they provide enrollment services to incoming and current students. Administrative Secretary position was deleted during the reorganization in 2008.	\$40,000 1,2,5
Student Affairs	3	Evaluation Specialist (increase 60% assignment to 100%)	There is a demand due to a large number of transcripts from students that require evaluation. Currently, we have 3 evaluators at 100% and one at 60%. This request is for the 60% evaluator to move to 100%. The amount reflected is the difference between 60% assignment and 100% assignment.	\$18,288 1,2

HR CLASSIFIED NEEDS					ESTIMATED COST	STRATEGIC PRIORITY
DIVISION	RANK	REQUEST	RATIONALE			
Student Affairs	4	Shared Position (20/20): Clerical Assistant III for Center for International Education; Clerical Assistant for Articulation; to replace a frozen Articulation Technician position with a FT Clerical Assistant position.	Currently the 20 hour per week, 10 month position is funded from IP earned income restricted budget. This budget will be depleted within a year. The Articulation Officer has been without an Articulation support position for over 5 years. The Office of Articulation provides support to both Student Affairs and to Instruction. Dedicated clerical support to this office would improve the effectiveness of teh office and allow for better data collecton, tracking of services, and improved reporting. The frozen position is a technician level, but with the leadership of the Articulation Officer, a clerical II position will suffice and save the district salary expenditures. <i>Note: Salary is for a FT Clerical Assistant III, does not include H/W</i>	\$36,432	1,2,7	
Student Affairs	5	Student Services Technician in SES: Replace current vacancy of the SES Technician	The SES department has dwindled in number of staff over the past several years. At one time SES had over 9 FT employees and they currently have only 2. The SES Technician assists with developing and coordinating the annual job fair and in building community liaison to create more off-campus jobs for students. This position would also assist in developing career placements for students completing the Career Technician training and seeking employment. <i>Note: Salary does not include H/W.</i>	\$43,296	1,2,3	
Student Affairs		Adjunct Counselor (9 hours)	Counseling at HEC, NC operates with one full-time counselor and one adjunct counselor, currently working 12 hours. An additional 9 hours of adjunct counseling will allow for coverage for both existing and new academic programs. Additional counselor availability will allow for additional community outreach/recruitment for signature programs, as well as counseling services at the 32nd St. and Coronado military bases. With the addition of the Medical Office Professional and the Naval Apprenticeship programs, further counseling resources are needed to address student needs. Approximately \$1,800 additional monthly salary.	\$20,000	Student Access and Success	

HR ADMINISTRATOR NEEDS				
DIVISION	RANK	REQUEST	RATIONALE	ESTIMATED COST STRATEGIC PRIORITY
Supt/Pres	1	Systems & Programming Supervisor	The current computer/data technology is going to fail if we do not address certain staffing issues immediately. Cannon effectively execute Technology Plan priorities without the programming knowledge, supervisory skills and decision making ability intrinsic in this position. IT requires ongoing oversight and evaluation of Datatel applications. Also needs to coordinate the implementation of new modules and functionality to maintain system currency, efficiencies and integrity.	\$99,936 IT impacts all Strategic Priorities 1-8: Accreditation, Technology, Research/Dat a Collection, Maintaining Instructional/ Student Support Integrity
Supt/Pres	7	Executive Director of the Foundation and for Center for Entrepreneurial Development	Required to provide leadership in generating new sources of income.	\$132,524 - \$162,914 Range D Priority 5: Organizational Effectiveness; Generating New Sources of Revenue; Maintaining Instructional/ Student Support Integrity
Academic Affairs	2	.60 Center Supervisor HEC SY	Additional staffing needed to open Center on Fridays and achieve Center Status goal; also required for safety and liability issues. Safety/Liability Issue	Additional \$14,000/yr + benefits Student Success Human Resources

HR ADMINISTRATOR NEEDS					ESTIMATED COST	STRATEGIC PRIORITY
DIVISION	RANK	REQUEST	RATIONALE			
Academic Affairs	4	Center Supervisor HEC NC	Evening Administrator coverage is currently provided via two hourly administrators working 25 hours per week at \$50 per hour. A Center Supervisor would be a full-time staff member at 40 hours per week for slightly more money than the current cost paid for evening administrator coverage. Safety/Liability Issue.		Slight additional cost in salary + benefits	Student Success Human Resources
Academic Affairs	8	Academic Administrator (1) EMT/Paramedic and Fire Science Programs HEC OM	This will be a combined position 75% EMT/Paramedic and 25% Fire Science. At present the EMT/Paramedic program is a faculty coordinator with reassigned time is at a salary of \$98,000. The Fire Science program has no FT faculty and no administrator or coordinator. It is in need of a person who can coordinate the program and work with adjunct faculty, coordinate community internships, and establish extended studies for working fire fighters. This position would have one administrator serve over both programs. A coordinator or administrator is required by the Paramedic program for accreditation purposes.		\$98,000	Student Success Human Resources
Business & Financial Affairs	3	Maintenance Manager	Bond Program under Director, Facilities Projects not being accomplished, Central Plan coming online, and preventative maintenance plans need to be developed.		\$98,000	1, 2
Student Affairs	7	Academic Director (Transfer/Career Center)	To improve services, strengthen oversight and planning, expand transfer rates and successful career awareness activities. This department used to be staffed by an Associate Dean of Student Support Services and position was eliminated in reorganization.		\$100,000	1,2,3,7
Student Affairs	N/A	Center Supervisor HEC NC and HEC SY	HEC, OM currently has a Center Supervisor to provide oversight of student and instructional services during the evening. This request is to provide this type of support to HEC NC and HEC SY who do not have this support, and are pursuing "Center Status" which would bring the college an additional \$2 million (\$1 million per Center). Note: This request is unranked as this belongs in the PR Snapshot for the Academic Affairs Division, but is critical that SA demonstrates support for the Centers as they play an integral part in the delivery of student support services to our student population.		TBD	1,2,5,6

OTHER NON-COST RESOURCE NEEDS		
DIVISION	CATEGORY OF NEED	NEED
Academic Affairs	Institutional Research Needs	<p>Need demographic information regarding high school achievement, socioeconomic information, Data for Program Review.</p> <p>Tracking graduates from programs.</p> <p>Information on transfer success of student and programs measured by program completion, GPA and retention rates.</p> <p>Need to effectively identify majors in the different disciplines.</p> <p>First Census Reports that used to be distributed and presented to the GB to be reinstated.</p> <p>Surveys and statistical gathering for online growth and needs</p> <p>Faculty and staff initiated requests, grant support</p> <p>A study to provide information, insights, and methods to promote a higher transfer rate for all appropriate areas of the college.</p> <p>Need data related to student transfer rate to 4-year universities by major.</p>
Student Affairs	Institutional Research Needs	<p><u>Division</u> - Data driven decision-making depends upon the ability to secure valid data. Analysis and review would allow faculty and staff to better utilize limited resources while maximizing student success with the goals of maximizing retention, persistence, and completion rates for students. Also, assistance as necessary with required test validation and disproportionate impact on students for Assessment processes is needed. This is a "cost" item as it requires that the appropriate staffing level be provided to the Office of Institutional Research.</p> <p><u>DSS</u> - produce Datatel standard output for DSS students with authorized academic accommodations (similar to FAO award notices). Provide listing of all DSS students who have petitioned for graduation each semester.</p> <p><u>Evaluations</u> - Reports derived to determine degree applicable units student earned for degree from SWC; units transferred to SWC [coded Non Traditional=NT]; and units in excess of those required for the academic program.</p> <p><u>Service Learning</u> - Need research connecting students who volunteer through Service Learning program to retention and graduation rates.</p> <p><u>Student Activities</u> - Program review data (survey development, implementation, and assessment of results).</p> <p><u>Veterans Services</u> - Need IT and the RPG departments to support with tracking veteran student success and retention rates as well as tracking the Department of Veteran Affairs (DVA) payments/refunds/payment requests.</p>

OTHER NON-COST RESOURCE NEEDS		
DIVISION	CATEGORY OF NEED	NEED
Academic Affairs	Training & Support for Using Technology	Support needed for maintaining and maximizing technology. Photography & Digital Imaging will open a new facility with new technology in fall 2011. We need to provide training on the new audio/visual equipment to lab technician, adjunct faculty, and fulltime faculty.
		<p>1. Software training for photography and Digital Imaging instructors. Software changes rapidly, and the program needs to stay current. This request is to increase instructional supplies by \$900 annually in order to provide software training through www.lynda.com to our instructors and lab technician.</p> <p>2. Color Management Training for Instructional Lab Technician Position – necessary to keep current with color management training and support program computers, monitors, cameras, digital projectors, and printing. Estimated one time cost of \$500.</p> <p>3. Software Maintenance and Replacement. It is necessary for us to upgrade or replace software every two years. This request is to provide a budget for this need. Our estimated cost is \$30,000 every two years. This request applies to all disciplines within the School. Costs will vary.</p> <p>4. Computer Replacement Program. The Photography & Digital Imaging Program needs to replace instructional computers every 4 years. This needs to be addressed in the institutional technology plan for all disciplines in the School of Arts and Communication.</p> <p>5. Telemedia: Training for new hardware and software; Train for 'Training-the-Trainer' on Final Cut Pro software; Technical training for maintenance and repair on new equipment.</p> <p>Training for computer technicians and clerical support staff.</p> <p>Staff will need to be trained on Colleague Dash Board.</p> <p>Creation and replacement of CalWORKs Database;</p> <p>ImageNow software installation, training and support.</p> <p>Student Success: innovative delivery methods</p> <p>Organizational Excellence: process improvements, accountability</p> <p>BlackBoard training for all online faculty on latest procedures for BB.</p> <p>Pedagogical Training for all online faculty in both online and basic skills for online students.</p> <p>Blackboard Conference attendance \$1500</p> <p>Blackboard certified system administration \$1000</p> <p>Web Design Training class \$200</p> <p>Training for all Staff on Word 2010; Staff training for Windows 7</p> <p>Training for computer upgrades:</p> <p>1. IL-S upgrade module training</p> <p>2. Vision software L244</p> <p>3. Cloud computing</p> <p>DUG 3C conference attendance \$1,500</p> <p>Training for the Tutorial Center and LAS coordinators in the use of Datatel Software</p> <p>Training and support for using upgrades as they are implemented on campus; Upgrade faculty and staff computers to stay current with upgrades on student computers</p>

OTHER NON-COST RESOURCE NEEDS		
DIVISION	CATEGORY OF NEED	NEED
Student Affairs	Training & Support for Using Technology	<p>Division – Windows 7/MS Office 7 Training</p> <p>Emergency Preparedness/Safety Training – although this is an institutional need, it is critical that training for student affairs personnel be provided to ensure appropriate response.</p> <p>Veterans Services – training on HMTL, website development, excel spreadsheet formulas and the various DVA operating systems. The DVA is requiring a much higher level of integration between financial aid, financial services, and veteran services in order to process tuition payments, refunds, and returns. This will require frequent meetings and information exchanges between these departments and some cross-training.</p> <p>CalPASS Training – training on the use of the CalPASS database for Student Affairs staff.</p> <p>Datatel Modules – training by Datatel consultant on existing modules that can be used by staff.</p> <p>MIS Training – training on the importance of MIS data, reporting requirements with the Chancellor's Office, and impact on funding.</p> <p>Website Support – The need for training on ASP language to correct current challenges with Scholarship application.</p>
		<p>Datatel Consultant/Training: Staff requires ongoing Datatel training to maintain currency and ensure college has full functionality.</p> <p>\$50,000 IT impacts all Strategic Priorities 1-8</p>
Supt/Pres	Training & Support for Using Technology	<p>Accreditation</p> <p>♦ Technology</p> <p>IT impacts all Strategic Priorities 1-8</p> <p>\$10,000</p>
		<p>Miscellaneous IT Training: Staff and college personnel requires IT training to maintain currency and ensure college has full functionality.</p> <p>Accreditation</p> <p>♦ Technology</p>

OTHER NON-COST RESOURCE NEEDS		
DIVISION	CATEGORY OF NEED	NEED
Academic Affairs	Marketing & Outreach	<p>Share program successes with community.</p> <p>PHOTO-Photography & Digital Imaging start a new Associates Degree, an updated Certificate of Achievement, and open a new facility in Fall 2011. We would like to create flyers and promote these new offerings. Estimated cost of promotional materials is \$2,500.</p> <p>RA&T: Facebook ad account.</p> <p>Telemmedia: Support to fund Telemmedia Film Festivals aimed at attracting high school students and community at large to the Telemmedia courses at the college.</p> <p>Telemmedia: Develop marketing materials including brochures, DVD, and fliers</p> <p>Travel for Outreach to Secondary Schools, colleges and Industry</p> <ul style="list-style-type: none"> • Social Media Advertising • Printed Media such as Brochures, Posters & Banners <p>Program website support</p> <p>Monthly promotion of programs through the website and newsletters on campus.</p> <p>Support from Community Relations to promote the opening of the HIECSY on Fridays.</p> <p>Training Flyers</p> <p>Marketing brochures</p> <p>Web page presence</p> <p>School offices and classroom information</p> <p>Necessary marketing and outreach within and outside the college campus to promote the redesigned ESL program</p> <p>The Literature program identified the need for additional marketing in order to make students aware of the variety of courses and the program.</p> <p>Marketing of LEAP Program Orientation to be held first two weeks of semester. Marketing of new Basic courses. Signage, advertisements, press releases, and articles with local media.</p> <p>Recruit adjunct faculty to strengthen the pool of available adjunct instructors.</p> <p>Work with the Sweetwater High School District to have appropriate faculty from the college and high school meet to discuss the issues of standards in reading, writing, research, and critical thinking. A mutual effort to improve matriculation to SWC and improve student success.</p> <p>Reassignment of large classrooms (seating 45) to the school to accommodate enrollment demands.</p>
Student Affairs	Marketing & Outreach	<p><u>Division</u> -- Create a communication vehicle to promote Student Affairs programs and services through a Student Affairs newsletter.</p> <p><u>GEAR UP</u> -- Community Outreach via the Outreach Department and the Office of Communications, Community, and Government Relations.</p> <p><u>Institutional Recognition Events (Commencement & Student Awards Ceremony)</u> -- Marketing resources and staffing needed to design event materials such as invitations and programs. Staffing support also needed to update SODA database.</p> <p><u>Veterans Services</u> -- Most marketing efforts will be done through the website and direct response emails -- no cost beyond labor.</p> <p><u>Catalog/Schedule</u> -- need to provide these documents in language of majority student population (Spanish/OCR recommendation).</p>

OTHER NON-COST RESOURCES/NEEDS		OTHER NON-COST RESOURCES/NEEDS	
DIVISION	CATEGORY OF NEED	NEED	

Academic Affairs **Other Unfunded Needs** Communication: Lower Class Maximum. This has not been completed. If we lower class maximums in a time when classes are being cut, we restrict class availability even further. Lowering class maximums is crucial and needs to be approved as classes start being added back into the schedule.

Photo: Photography & Digital Imaging Visiting Artist / Lecture Budget. This request is to be able to bring in one visiting artist / lecturer per semester at \$300 per visit. This would be an annual budget of \$600. This activity will bring in professional photographers and digital artists that will enhance instruction to students and help connect students to opportunities in industry and professional photography.

1. Studio Suite Software Customization – necessary to upgrade current database system to needs of the program – estimated one time cost of \$375.
2. Annual membership dues for American Society of Media Photographers - \$225 per year. This membership will help to connect the Photography & Digital Imaging Program to industry, keep curriculum current with industry standards, improve connections necessary to keep Perkin's grants, and increase internship opportunities for students.(mentioned on page 1 as a budget augmentation for Photography)
3. Annual membership dues for Society of Photographic Education - \$125 per year. This membership will help to connect the Photography & Digital Imaging Program to industry, keep curriculum current with industry standards, improve connections necessary to keep Perkin's grants, and increase internship opportunities for students.(mentioned on page 1 as a budget augmentation for Photography)

Annual membership dues for American Photographic Artists - \$125 per year. This membership will help to connect the Photography & Digital Imaging Program to industry, keep curriculum current with industry standards, improve connections necessary to keep Perkin's grants, and increase internship opportunities for students.(mentioned on page 1 as a budget augmentation for Photography)

Grant Writing Assistance

Request discretionary funds in BPTE accounts that are unspent at the close of fiscal 2010-11 be retained in a residual BPTE account in 2011-12.

Professional dues for American Association for Paralegal Education

The emergency panic buttons do not work in the CalWORKs Program office.

Organizational Excellence: process improvements, accountability (safety)

Dedicated ESL class for fourth level. The first three levels of ESL are each taught in a specific classroom dedicated to that level. The new fourth level is taught in various classrooms across campus.

Request discretionary funds in MSE accounts that are unspent at the close of fiscal 2010-11 be retained in a residual MSE account in 2011-12.

Memberships in business and professional associations.

R & K Enterprises to provide pre-slugged student test forms, grading equipment, and data analysis of mathematics departmental final for approximately 15,000 students per year.

ITEM #25 C

SUPERINTENDENT/PRESIDENT REPORT
GOVERNING BOARD FOLLOW-UP ITEMS LOG
From September 14, 2011

#	Item	Person Responsible	GB Meeting/Comment	Status
31.	IT Priorities	Seaberry	8-24-11 Requested by Nader a list of institutional technology priorities.	Institutional Technology priorities will be provided to the Governing Board at the September 14, 2011 meeting.
30.	List of Priorities and the Master Prioritization List	Whittaker	8-24-11 Board request for list of one time and on-going priorities.	The institutional master list of priorities, the on-going priority list, and the one-time priority list will be provided to the Governing Board at the September 14, 2011 meeting.
29.	Crown Cove enrollment numbers	Suarez	8-24-11 Requested by Hernandez to separate out Crown Cove from HEC, NC enrollment headcount.	The requested information will be provided at the September 14, 2011 Governing Board meeting.
28.	HR Report of Vacancies and Eliminated Positions	Quarles	8-24-11	The requested information will be provided at the September 14, 2011 Governing Board meeting.
26.	FTES Report	Suarez	8-10-11 Hernandez requested an FTES Report.	The requested information will be provided at the September 14, 2011 Governing Board meeting.
25.	None for July			
24.	Bid/RFP Process	Temple/Brown	Request was made that the College review the bid and RFP processes so that minimum basic criteria and institutionalized review procedures are in place that include constituent involvement as needed, ensuring a transparent selection process and fair and equitable opportunities.	Completed: Staff confirmed that the current bid/RFP review process includes that constituent staff is involved and that no single person is making a decision about a bid or RFP selection.
23.	Budget Cuts	Temple	Additional information was requested to identify specific budget cuts.	Pending additional information from the State regarding budget plan.
22.	Regarding Bid awards	Temple/Whittaker	When the lowest bid is not selected, agenda needs to include additional information explaining the justification for not selecting the lowest bid.	Completed as requested.
21.	AB 515	Whittaker	SCEA requested that the Board provide a resolution objecting to AB515 (permitting that credit courses be included in a fee-based Continuing Education program).	No Longer Needed: Voted down in Legislature; this is no longer an issue.

#	Item	Person Responsible	GB Meeting/Comment	Status
20.	Monthly Introduction of ASO Clubs	Whittaker/Suarez	5.11.11 Valladolid suggested monthly introductions of ASO Clubs	Pending: Beginning October 2011.
19.	College District Policy	Kerns	5.11.11 Aguilar requested policy for First Reading at next meeting	Completed: Policy submitted for first reading on 6.8.11 Board agenda
18.	Update on Freedom of Expression	Kerns	5.11.11 Aguilar requested update on Freedom of Expression	Pending: Collegial consultation committee finalizing procedure and including legal counsel for advice
17.	Report on Sabbaticals	Whittaker	5.11.11 Requested by Nader following Oral Communication	Completed: Sabbatical letter forwarded by ISP to the Board on 5.12.11
16.	Report on Enforcement of Smoking Policy	Whittaker/Kerns	4.13.11 Requested by Nader following Oral Communication	Pending: SCC will address in fall 2011 and will draft Procedures for future submittal to the Governing Board for information. Waiting to see if legislation, AB795 Smoke Free Campus Violations, will be enacted.
15.	Policy Priority for Small, Local Business Vendors	Whittaker/Kerns	3.9.11 Board Meeting Aguilar	Pending: Trustee Aguilar asked if a policy could be developed through our shared consultation process to provide a <i>Priority for Small, Local Business Vendors</i> . Response: This item is being referred to Interim VPBFA for draft development and then to the Shared Consultation Council for constituent review and ultimate presentation to the Governing Board.
14.	Policy Shift on Hiring Within or HR Develop a Program to Look Within First	Whittaker/Kerns	3.9.11 Board Meeting Aguilar	Completed: In conferring with legal counsel, Mary Dowell (Liebert, Cassidy, and Whitmore), it is not legal to give priority to hire from within, or to do within hiring only UNLESS there is a direct plan for reorganization which results in the non-backfilling of a vacancy. Both components must exist. We anticipate that the Early Retirement Incentive Plan will result in vacancies, allowing the College District to reorganize areas for efficiency, resulting in the non-backfilling of vacancies, and in this case, in-house employees will be afforded the opportunity to apply for vacant positions. It is only in the case of a reorganization that results in the non-replacement of a vacant position that we are permitted by law to hire from within first.

#	Item	Person Responsible	GB Meeting/Comment	Status
13.	Policy Re SWC Seal with Motto	Kerns/Whittaker	Requested by Aguilar	Pending: Referred to Shared Consultation Council; students suggested this be addressed Fall 2011 when students can participate Completed: Report submitted for March 9 Board agenda.
12.	Financial Aid Follow-up Report	Suarez	Requested by Aguilar	Completed: Report submitted for March 9 Board agenda.
11.	Report on Enrollment/FTES Projections and Cap	Suarez/Meadows	2.9.11 Board Meeting Requested by Hernandez--report for March	Completed: Report submitted for March 9 Board agenda.
10.	2009-10 Legal Costs by Department (2009-10 Legal Costs by Firm provided at January 19 GB Meeting)	Alioto; Whittaker		Pending manual tally in process.
9.	Accreditation Mailer -- PO # 105896	Alioto	Re-Submit PO for 2/9/11 GB meeting for approval as it was pulled at the 12/8/10 meeting.	Completed: PO # 105896 has been resubmitted on the February 9 Board agenda. Information: PO has been paid; legal opinion provided to Board President. 3.9.11 Board meeting: The Board took action on Ratification of General Fund No. 105896. The motion to ratify failed. Completed: Resubmitted for 2/9/11 GB meeting.
8.	Investment Banking Agreement	Alioto	Postponed until next board meeting.	Completed: Resubmitted for 2/9/11 GB meeting.
7.	Review need for security coverage at Otay during non-operational hours	Meadows	Referred to Acting S/P for follow up	Information: Current security coverage is necessary. Reviewed by Interim S/P and VPs. Recommend continue to provide \$13,000 for Security as requested. No Further Board Action
6.	Resolution to Rename Library	Meadows	Submit for 2/9/11 GB meeting	Pending: Item discussed at Naming Committee with "no action" taken regarding the Resolution to name the Library, John Newhouse Information: There is no required timeline for employees to notify the District of their intent to retire/resign. Employees are required to provide a letter of resignation. No Further Board Action
5.	Process for Notification of District retirements (timeline)	Kerns	Does it include enough time for institutional planning purposes? Referred to Acting S/P for follow up.	Information: Employee is going through the appropriate grievance process. No Further Board Action
4.	Employee comments made during Oral Communication	Kerns	Referred to Acting S/P for follow up	Information: Employee is going through the appropriate grievance process. No Further Board Action
3.	Parking Citation Schedule	Alioto	To be submitted for a future GB meeting	Completed: Board approved at 4.13.11 meeting.

#	Item	Person Responsible	GB Meeting/Comment	Status
2.	Legal Opinion regarding local vendor preference and what is considered an emergency economic state	Alioto	as appropriate Legal opinion to be provided to S/P for routing to Board. Previous opinion also will be provided to S/P for Board.	Completed: Received and distributed to Board President.
1.	Freedom of Expression Policy	Kerns	Submit to 2/9/11 GB meeting	Completed: Policy 3900 Freedom of Expression went through the shared consultation process and has been submitted for the February 9 Board meeting.