



**SUGGESTED ORDER OF BUSINESS/MINUTES**  
**REGULAR MEETING, GOVERNING BOARD**  
**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**  
**ROOM 214**  
**SOUTHWESTERN COLLEGE**

DAVID J. AGOSTO, GOVERNING BOARD PRESIDENT  
JEAN ROESCH, ED.D., GOVERNING BOARD VICE PRESIDENT  
JORGE DOMINGUEZ, PH.D., GOVERNING BOARD MEMBER  
YOLANDA SALCIDO, GOVERNING BOARD MEMBER  
TERRI VALLADOLID, GOVERNING BOARD MEMBER  
LETICIA DIAZ, STUDENT GOVERNING BOARD MEMBER  
RAJ K. CHOPRA, PH.D., SECRETARY TO GOVERNING BOARD  
AND SUPERINTENDENT/PRESIDENT

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

Wednesday, July 9, 2008

**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 writings that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Southwestern College, Office of the Superintendent/President, 900 Otay Lakes Road, Chula Vista, CA 91910; at our website [www.swccd.edu](http://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](mailto: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
<b>Call to Order</b>	<b>1. CALL TO ORDER</b> (Agosto) 6:00 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.
<b>Announcement Closed Session Agenda</b>	<b>2. ANNOUNCEMENT OF CLOSED SESSION AGENDA</b> (Agosto) 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).  <b>2A. CONFERENCE WITH LABOR NEGOTIATOR</b> Negotiator: Michael Kerns Employee Organizations: CSEA , SCEA , SCCDAA, Confidentials Government Code Section 54957.6

ITEM																									
	2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957																								
	2C. LIABILITY CLAIM Claimant: [Debra Fitzsimons] Entity Claimed Against: [Southwestern Community College District] Government Code Section 54956.95																								
	2D. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION ANTICIPATED LITIGATION Government Code Section 54956.9(b) (1 potential case)																								
Closed Session	3. ADJOURN TO CLOSED SESSION (Agosto) Building 100, Conference Room A.																								
Reconvene in Open Session	4. RECONVENE IN OPEN SESSION (Agosto) 7:00 p.m., Room 214  Present: Absent:																								
Pledge of Allegiance	5. PLEDGE OF ALLEGIANCE (Agosto)																								
Closed Session Announcement	6. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (If applicable) (Agosto)																								
Action	7. APPROVAL OF MINUTES (ENCLOSURE) (Chopra) <table><tr><td></td><td>Agosto</td><td></td><td>Dominguez</td><td></td><td>Roesch</td><td></td><td>Salcido</td><td></td><td>Valladolid</td><td></td><td>Diaz-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>		Agosto		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote												
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Presentation(s)	8. PRESENTATION(S)  8A. BUDGET UPDATE  Presenter: Raj K. Chopra, Ph.D., Superintendent/President  8B. STRATEGIC PLAN IMPLEMENTATION STATUS REPORT  Presenters: College Leadership Council Strategic Plan Task Force Representatives Debbie Trujillo, Valerie Goodwin-Colbert, Silvia Lugo  8C. ACCREDITATION STATUS REPORT  Presenters: Accreditation Co-chairs Valerie Goodwin-Colbert, Alexis Davidson, Mary Wylie																								

ITEM																																																																											
Oral Communication	<p><b>9. ORAL COMMUNICATION</b> (Agosto)</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>																																																																										
Action	<p><b>10. APPROVE CONSENT CALENDAR (ITEMS A THROUGH G)</b></p> <table><tr><td></td><td>Agosto</td><td></td><td>Dominguez</td><td></td><td>Roesch</td><td></td><td>Salcido</td><td></td><td>Valladolid</td><td></td><td>Diaz-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> <p>Adoption of the Consent Calendar will be made by one motion and second of the Board and by a unanimous vote.</p> <p><b>10A. RATIFY/APPROVE FACILITY USE REQUEST(S)</b> (Beasley/Wilson)</p> <p>Recommend ratification/approval of faculty use requests listed below:</p> <table><tr><th>Organization</th><th>Facility Requested</th><th>Purpose</th><th>Date</th><th>Total Charge</th></tr><tr><td>Sweetwater Union High School District/Bonita Vista</td><td>Lap Pool</td><td>Swim Practice</td><td>2/19-5/17/08</td><td>\$5,610.</td></tr><tr><td>Sweetwater Union High School District/Eastlake</td><td>Lap Pool</td><td>Swim Practice</td><td>2/19-5/17/08</td><td>\$3,025.</td></tr><tr><td>Sunset Swim</td><td>Lap Pool</td><td>Swim Practice</td><td>5/19-8/8/08</td><td>\$2,916.</td></tr><tr><td>South Bay Aquatics</td><td>Deep Pool &amp; Lap Pool</td><td>Swim Practice</td><td>5/19-8/29/08</td><td>\$5,576.</td></tr><tr><td>International Bilingual Japanese School</td><td>Room 214</td><td>Japanese Language Classes</td><td>6/5 &amp; 6/12/08</td><td>\$195.</td></tr><tr><td>Fitness Anywhere, Inc.</td><td>DeVore Stadium</td><td>Video/Photo Shoot</td><td>6/21/08</td><td>\$260.</td></tr><tr><td>Calvary Christian School</td><td>Football Practice Fields</td><td>Football Camp</td><td>6/28/08</td><td>\$560.</td></tr><tr><td>America's Youth Outreach Program</td><td>Gymnasium</td><td>Karate and Cheer Competitions</td><td>6/29/08</td><td>\$1,030.</td></tr><tr><td>Consensus Planning Group, Inc.</td><td>Room 4500 At Otay Mesa</td><td>State of California Public Meeting</td><td>7/1/2008</td><td>\$430.</td></tr></table>		Agosto		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote													Organization	Facility Requested	Purpose	Date	Total Charge	Sweetwater Union High School District/Bonita Vista	Lap Pool	Swim Practice	2/19-5/17/08	\$5,610.	Sweetwater Union High School District/Eastlake	Lap Pool	Swim Practice	2/19-5/17/08	\$3,025.	Sunset Swim	Lap Pool	Swim Practice	5/19-8/8/08	\$2,916.	South Bay Aquatics	Deep Pool & Lap Pool	Swim Practice	5/19-8/29/08	\$5,576.	International Bilingual Japanese School	Room 214	Japanese Language Classes	6/5 & 6/12/08	\$195.	Fitness Anywhere, Inc.	DeVore Stadium	Video/Photo Shoot	6/21/08	\$260.	Calvary Christian School	Football Practice Fields	Football Camp	6/28/08	\$560.	America's Youth Outreach Program	Gymnasium	Karate and Cheer Competitions	6/29/08	\$1,030.	Consensus Planning Group, Inc.	Room 4500 At Otay Mesa	State of California Public Meeting	7/1/2008	\$430.
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ITEM					
<u>Organization</u>	<u>Facility Requested</u>	<u>Purpose</u>	<u>Date</u>	<u>Total Charge</u>	
San Diego Adaptive Sports Foundation	Rooms 1005, 1003, Locker Room Area, Track, Gym, Student Union East, Kitchen, Tennis Courts 1-5, Free Speech Area, Parking Lots J & L, & Swimming Pool	Wheelchair Junior Sports Camp	8/11-8/16/08	\$2,135.	
Sweetwater Union High School District	DeVore Stadium	Football Games	9/5-11/21/08	\$7,280.	
Chula Vista Police Activity League	DeVore Stadium	San Diego Chargers Run, Pass, and Catch Rookie Camp	10/13/08	No Charge	
10B. <u>RATIFY/APPROVE TRAVEL ADVANCE REQUESTS:</u>					
(Beasley/Sampson)					
Recommend ratification/approval of travel advance requests listed below:					
<u>Employee</u>	<u>Purpose</u>	<u>Date</u>	<u>Cost</u>		
Debauche, Chris	28 <sup>th</sup> Annual International Conference on Critical Thinking, Berkeley, CA	7/21-24/08	\$505.00		
Del Rio, Adrian	28 <sup>th</sup> Annual International Conference on Critical Thinking, Berkeley, CA	7/21-24/08	\$555.00		
Newhouse, Heidi	2008 CollegeNet User's Conference, Portland, OR	7/27-31/08	\$972.00		
Taft, Dawn	Americorps State Conference, Los Angeles, CA	6/17-18/08	\$206.92		
10C. <u>APPROVE EMPLOYMENT OF CONSULTANT(S)</u>					
Recommend approval of employment of consultants listed below:					
<u>Department</u>	<u>Consultant</u>	<u>Purpose</u>	<u>Date</u>	<u>Fee</u>	
(Dyste) Health, Exercise Science & Athletics	Lenihan, Selecky & Chadha Orthopaedics	Physician services for student athletes	08/18/08– 05/25/09	Not to exceed \$1,800	
Arts & Communication	Stompoly, Pam	Costume Designer for "Flea in Her Ear"	09/02/08– 11/28/08	Not to exceed \$2,000	
Arts & Communication	Duarte, Karla	Artist for Art Workshop	07/24/08– 07/26/08	Not to Exceed \$500	
Languages	Heaney, April	English Workshop	09/19/08– 09/20/08	Not to Exceed \$2,500	
Small Business Development & International Trade Center	Castaneda, Alejandro	Consultant will assist in serving the clients of the SBDITC in the areas of Sales, Customer Service, and Business Productivity	7/10/08– 6/30/09	Not to exceed \$2,999	

ITEM				
Department	Consultant	Purpose	Date	Fee
	Champlin, Sandy	Consultant will assist in serving the clients of the SBDITC in the areas of Sales and Small Business Development	7/10/08-6/30/09	Not to exceed \$2,999
	Cook, Casey	Consultant will assist in serving the clients of the SBDITC in the areas of GIS Services	7/10/08-6/30/09	Not to exceed \$2,999
	DaCosta, Melville J.	Consultant will assist in serving the clients of the SBDITC in the areas of Accounting	7/10/08-6/30/09	Not to exceed \$2,999
	Designed Internet Solutions	Consultant will assist in serving the clients of the SBDITC in the areas of Website Hosting, Maintenance and Upgrades	7/10/08-6/30/09	Not to exceed \$2,999
	Dodson, Carol	Consultant will assist in serving the clients of the SBDITC in the areas of Research and Marketing	7/10/08-6/30/09	Not to exceed \$2,999
	Gagnon, Donna	Consultant will assist in serving the clients of the SBDITC in the areas of Accounting/Bookkeeping	7/10/08-6/30/09	Not to exceed \$2,999
	Haynes, Stephen K.	Consultant will assist in serving the clients of the SBDITC in the areas of General Legal	7/10/08-6/30/09	Not to exceed \$2,999
	Kirsch, Lawrence G.	Consultant will assist in serving the clients of the SBDITC in the areas of Marketing and Management	7/10/08-6/30/09	Not to exceed \$2,999
	Kwartler, Laura S.	Consultant will assist in serving the clients of the SBDITC in the areas of General Legal	7/10/08-6/30/09	Not to exceed \$2,999
	Leavitt Communications	Consultant will assist in serving the clients of the SBDITC in the areas of Public Relations and Marketing	7/10/08-6/30/09	Not to exceed \$2,999
	Macias, Everarrdo	Consultant will assist in serving the clients of the SBDITC in the areas of Legal Aspects of Starting a Business	7/10/08-6/30/09	Not to exceed \$2,999
	Marketing Excellence, Inc.	Consultant will assist in serving the clients of the SBDITC in the areas of Marketing	7/10/08-6/30/09	Not to exceed \$2,999
	Monaco, Jack	Consultant will assist in serving the clients of the SBDITC in the areas of Restaurant Operations	7/10/08-6/30/09	Not to exceed \$2,999

ITEM				
	RAM Consulting	Consultant will assist in serving the clients of the SBDITC in the areas of Paralegal (Business and Corporate)	7/10/08-6/30/09	Not to exceed \$2,999
	Stone Republic	Consultant will assist in serving the clients of the SBDITC in the areas of Bookkeeping and Tax Preparation	7/10/08-6/30/09	Not to exceed \$2,999
(Dyste)	10D. <u>FILING OF APPLICATION(S) TO MEET FILING DEADLINE(S)</u>			
	Recommend ratification of filing of application(s) to meet filing deadlines as listed below:			
	U.S. Small Business Administration, "Small Business Development Center (SBDC) Network San Diego/Imperial Counties," budget augmentation in the amount of \$78,631, January 1, 2008 to December 31, 2008. The initial application was approved by the Governing Board on September 12, 2007.			
(Beasley)	10E. <u>ACCEPTANCE OF GIFT(S)</u>			
	Recommend acceptance of gift(s) for anticipated use as indicated below:			
	\$60,000 cash, donated by The Lipp Foundation, to be used in the School of Mathematics, Science, and Engineering.			
(Beasley)	10F. <u>CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)</u>			
	General Fund Nos. 87865 - 88422 Blanket Fund Nos. B1363 – B1368			
(Beasley)	10G. <u>PAYMENT OF BILLS– May 1-31, 2008 (ENCLOSURE)</u>			

	ITEM																				
Public Hearing	11. CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION'S REQUEST TO NEGOTIATE (ENCLOSURE) (Kerns)																				
	Agosto		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote										
	Public Hearing on the California School Employees' Association's initial proposal for negotiation of successor bargaining agreement. [Government Code Section 3547(a)]																				
Action	12. HUMAN RESOURCES – ACADEMIC (ITEMS A THROUGH B) (Kerns)																				
	Agosto		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote										
	12A. APPROVE ESTABLISHMENT & RECRUITMENT OF NEW CLASSIFICATION																				
	Recommend establishment of the following one-year, temporary position as replacement for full-time faculty member on Sabbatical Leave:																				
	<table><tr><td>Position</td><td>Department</td><td>Range</td><td>Months of Service</td><td>Monthly Salary Range</td></tr><tr><td>Director, EMT/ Paramedic Program</td><td>Education Center at Otay Mesa</td><td>Q (Academic Administrator Salary Schedule)</td><td>12</td><td>\$5,204 - \$6,400</td></tr></table>											Position	Department	Range	Months of Service	Monthly Salary Range	Director, EMT/ Paramedic Program	Education Center at Otay Mesa	Q (Academic Administrator Salary Schedule)	12	\$5,204 - \$6,400
Position	Department	Range	Months of Service	Monthly Salary Range																	
Director, EMT/ Paramedic Program	Education Center at Otay Mesa	Q (Academic Administrator Salary Schedule)	12	\$5,204 - \$6,400																	
	12B. APPROVE HUMAN RESOURCES TRANSACTIONS (ENCLOSURE)																				
	Request approval of academic transactions. Transactions include adjustment of initial placement, reclassification, minimum qualifications equivalency, stipends, reassigned time, and stipend ratifications.																				

ITEM																									
Action	13. HUMAN RESOURCES – CLASSIFIED (ITEMS A THROUGH H) (Kerns)																								
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	Agosto	Dominguez	Roesch	Salcido	Valladolid	Diaz-Student Advisory Vote																			
	13A. <u>APPROVE EMPLOYMENT</u>																								
	Recommend approval of listed employment as indicated below:																								
	<table><tr><td>Employee</td><td>Position</td><td>Department</td><td>Mos./ Svc.</td><td>Range/ Step</td><td>Monthly Salary</td><td>Annual Salary</td><td>Eff. Date</td></tr><tr><td>Marisol</td><td>Clerical</td><td>School of</td><td>12</td><td>10/1</td><td>\$2,695</td><td>\$32,340</td><td>7-14-08</td></tr><tr><td>Natividad</td><td>Assistant II</td><td>Social Sciences &amp; Humanities</td><td></td><td></td><td></td><td></td><td></td></tr></table>	Employee	Position	Department	Mos./ Svc.	Range/ Step	Monthly Salary	Annual Salary	Eff. Date	Marisol	Clerical	School of	12	10/1	\$2,695	\$32,340	7-14-08	Natividad	Assistant II	Social Sciences & Humanities					
	Employee	Position	Department	Mos./ Svc.	Range/ Step	Monthly Salary	Annual Salary	Eff. Date																	
	Marisol	Clerical	School of	12	10/1	\$2,695	\$32,340	7-14-08																	
	Natividad	Assistant II	Social Sciences & Humanities																						
13B. <u>APPROVE ESTABLISHMENT &amp; RECRUITMENT OF NEW CLASSIFIED ADMINISTRATOR CLASSIFICATION</u>																									
<table><tr><td>Position</td><td>Department</td><td>Range</td><td>Months of Service</td><td>Monthly Salary Range</td></tr><tr><td>Campus Police Sergeant II (1 Classified Administrator Position)</td><td>Campus Police</td><td>20 (Classified Administrator Salary Schedule)</td><td>12</td><td>\$5,048 - \$7,178</td></tr></table>	Position	Department	Range	Months of Service	Monthly Salary Range	Campus Police Sergeant II (1 Classified Administrator Position)	Campus Police	20 (Classified Administrator Salary Schedule)	12	\$5,048 - \$7,178															
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Campus Police Sergeant II (1 Classified Administrator Position)	Campus Police	20 (Classified Administrator Salary Schedule)	12	\$5,048 - \$7,178																					
13C. <u>APPROVE ESTABLISHMENT &amp; RECRUITMENT OF NEW PROJECT-FUNDED BARGAINING UNIT CLASSIFICATION</u>																									
Recommend establishment of the listed temporary position, funded by Prop AA. The positions will cease when Prop AA funds are exhausted.																									
<table><tr><td>Position</td><td>Department</td><td>Range</td><td>Months of Service</td><td>Monthly Salary Range</td></tr><tr><td>Project Carpenter/ Cabinet Maker (2 Classified Project- Funded Bargaining Unit Positions)</td><td>Maintenance</td><td>24 (Classified Bargaining Unit Salary Schedule)</td><td>12</td><td>\$3,810 - \$4,636</td></tr></table>	Position	Department	Range	Months of Service	Monthly Salary Range	Project Carpenter/ Cabinet Maker (2 Classified Project- Funded Bargaining Unit Positions)	Maintenance	24 (Classified Bargaining Unit Salary Schedule)	12	\$3,810 - \$4,636															
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Project Carpenter/ Cabinet Maker (2 Classified Project- Funded Bargaining Unit Positions)	Maintenance	24 (Classified Bargaining Unit Salary Schedule)	12	\$3,810 - \$4,636																					
13D. <u>APPROVE ESTABLISHMENT &amp; RECRUITMENT OF CLASSIFIED BARGAINING UNIT POSITION</u>																									
<table><tr><td>Position</td><td>Department</td><td>Range</td><td>Months of Service</td><td>Monthly Salary Range</td></tr><tr><td>Teacher, Child Development Center (1 Classified Bargaining Unit Position)</td><td>Child Development Center/Lab School</td><td>16 (Classified Bargaining Unit Salary Schedule)</td><td>11 (50% / .50 FTE)</td><td>\$1,564 - \$1,902</td></tr></table>	Position	Department	Range	Months of Service	Monthly Salary Range	Teacher, Child Development Center (1 Classified Bargaining Unit Position)	Child Development Center/Lab School	16 (Classified Bargaining Unit Salary Schedule)	11 (50% / .50 FTE)	\$1,564 - \$1,902															
Position	Department	Range	Months of Service	Monthly Salary Range																					
Teacher, Child Development Center (1 Classified Bargaining Unit Position)	Child Development Center/Lab School	16 (Classified Bargaining Unit Salary Schedule)	11 (50% / .50 FTE)	\$1,564 - \$1,902																					
13E. <u>EMPLOYMENT OF SHORT-TERM, NON-ACADEMIC HOURLY EMPLOYEES FOR 2007-2008 (ENCLOSURE)</u>																									
Notification and ratification of employment of short-term, non-academic hourly employees for the 2007-2008 academic year pursuant to Education Code Section 88003.																									



**ITEM**

13F. EMPLOYMENT OF SHORT-TERM, NON-ACADEMIC HOURLY EMPLOYEES FOR 2008-2009 (ENCLOSURE)

Request approval for employment of short-term, non-academic hourly employees for the 2008-2009 academic year pursuant to Education Code Section 88003.

13G. HUMAN RESOURCES CLASSIFIED TRANSACTIONS (ENCLOSURE)

Notification of Classified Educational Incentive Program transactions for the 2008-2009 academic year.

13H. CHANGE IN PERSONNEL STATUS

Recommend approval of the following temporary additional duties and compensation, effective as indicated. Temporary appointment shall continue based upon business necessity and is subject to amendments and termination at the discretion of the Superintendent/President.

<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>
Linda Thrower	Evaluations and Veterans Services Supervisor 12 months Range 21/Step 9 Classified Administrator \$7,356/month		Acting Director of Financial Aid  12 months Range 30/Step 6 Classified Administrator \$8,049/month	7/10/08







ITEM

16A. ACADEMIC AFFAIRS (Continued)

16A5. AGREEMENT WITH SAN DIEGO STATE UNIVERSITY SCHOOL OF EXERCISE AND NUTRITIONAL SCIENCES (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2471.08 with San Diego State University School of Exercise and Nutritional Sciences, to provide a clinical education experience, for the period July 10, 2008 to June 30, 2009, inclusive, at no cost to the District.

16B. BUSINESS AND FINANCIAL AFFAIRS

16B1. AMENDMENT TO AGREEMENT WITH VIP WORLD, INC. (ENCLOSURE)

Approve Amendment No. 3 to Agreement No. A2472.08 with VIP World, Inc., to amend present agreement for facility use to reduce the monthly rent, from \$3,216 to \$1,608 for the period July 10, 2008 to June 30, 2009, inclusive; this is a reduction of total annual revenue in an amount not to exceed \$19,296.

16C. STUDENT AFFAIRS

16C1. AGREEMENT WITH THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY (ENCLOSURE)

RECOMMENDATION

Approve Memorandum of Understanding No. M4032.08 with the City of San Diego Office of Homeland Security, for personal protective equipment, for the period July 10, 2008, continuing until grant proceeds are exhausted, at no cost to the District.

	ITEM										
Action	17. ADOPT RESOLUTION(S)										
	Agosto		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote
Information	(Beasley)	17A. ADOPT RESOLUTION #1578 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION (ENCLOSURE)									
	(Kerns)	18. NON-ACTION ITEMS									
		18A. DISTRICT POLICIES NOS. 1200 and 3420 – FIRST READING (ENCLOSURE)									
		First Reading. Information only.									
		As part of the ongoing review and revision of the Southwestern Community College District Policy and Procedures Manual, the following policies appear before the Governing Board for first reading:									
		Policy No. 1200 District Mission & Philosophy									
	Policy No. 3420 Equal Employment Opportunity										
	18B. INFORMATION ITEMS										
	(Beasley/Sampson)	18B1. General Fund Financial Report for Period Ending May 31, 2008 (ENCLOSURE)									
	(Beasley/Sampson)	18B2. General Fund Cash Analysis for Period Ending May 31, 2008 (ENCLOSURE)									
Administrative Reports	19. ADMINISTRATIVE REPORTS										
	(Agosto)	19A. ACADEMIC AFFAIRS									
		19B. THOMAS BEASLEY, ACTING VICE PRESIDENT FOR BUSINESS AND FINANCIAL AFFAIRS									
		19C. MICHAEL KERNS, ACTING VICE PRESIDENT FOR HUMAN RESOURCES									
		19D. GREG R. SANDOVAL, VICE PRESIDENT FOR STUDENT AFFAIRS									
Senate/Union/ Association Reports	20. SENATE/UNION/ASSOCIATION REPORTS										
	(Agosto)	20A. PROFESSOR VALERIE GOODWIN-COLBERT, PRESIDENT, ACADEMIC SENATE									
		20B. WANDA MAXWELL, PRESIDENT, CLASSIFIED SENATE									
		20C. PHILIP LOPEZ, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)									
		20D. MICHAEL SELBY, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION (CSEA)									
		20E. DEBBIE TRUJILLO, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)									

	ITEM								
Superintendent/ President's Report	21. SUPERINTENDENT/PRESIDENT'S REPORT (Agosto)  RAJ K. CHOPRA, Ph.D., SUPERINTENDENT/PRESIDENT								
Board Requests for Information	22. GOVERNING BOARD REQUESTS FOR INFORMATION (Agosto)  <table><tr><td><u>Information Requested</u></td><td><u>Board Member</u></td><td><u>Due Date</u></td></tr><tr><td></td><td></td><td></td></tr></table>			<u>Information Requested</u>	<u>Board Member</u>	<u>Due Date</u>			
<u>Information Requested</u>	<u>Board Member</u>	<u>Due Date</u>							
Governing Board Reports	23. GOVERNING BOARD REPORTS (Agosto) 23A. STUDENT BOARD MEMBER LETICIA DIAZ  23B. BOARD MEMBER TERRI VALLADOLID  23C. BOARD MEMBER YOLANDA SALCIDO  23D. BOARD MEMBER JORGE DOMINGUEZ, Ph.D.  23E. BOARD VICE PRESIDENT JEAN ROESCH, Ed.D.  23F. BOARD PRESIDENT DAVID J. AGOSTO								
Closed Session	24. CLOSED SESSION / REPORT OF ACTION(S) (If Applicable) (Agosto)								
Adjournment	25. ADJOURNMENT (Agosto)								
Information	26. NEXT REGULAR MEETING  Wednesday, August 13, 2008 Southwestern College 900 Otay Lakes Road, Room 214 Chula Vista, CA 91910								
	RAJ K. CHOPRA, Ph.D. SUPERINTENDENT/PRESIDENT								

RAJ K. CHOPRA, Ph.D.  
SUPERINTENDENT/PRESIDENT

# ITEM #10 F



**SWC PURCHASE ORDER / BLANKET ORDER REPORT**  
**BOARD DATE JULY 9, 2008**  
**Sorted by P.O. Number**

PO #	DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
87865	5/27/08	James G. Schallin	Travel Reimbursement	SDCOC	62
87866	5/27/08	Pamela S. Solis	Travel Reimbursement	School of Applied Technology & Learning Assist.	41
87867	5/27/08	Rachel L. Fischer	Travel Reimbursement	SDCOC	53
87868	5/27/08	Timothy Warren	Travel Reimbursement	SDCOC	50
87869	5/27/08	Luz E. Velasco	Travel Reimbursement	SDCOC	50
87870	5/27/08	Carole E. Eklund	Travel Reimbursement	SBDITC	16
87871	5/27/08	Jean Roasch	Travel Reimbursement	Governing Board	685
87872	5/28/08	Pacific Pro Audio	Studio Microphones & Accessories	School of Arts & Communication	3,339
87873	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87874	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87875	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87876	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87877	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	600
87878	5/28/08	RSPE Audio Solution Inc	Audio Compressor Limiter	School of Arts & Communication	3,364
87879	5/28/08	Synergy Telcom, Inc.	Telephones	Maintenance	7,430
87880	5/28/08	Southland Technology	Computer Components	HEC at National City	314
87881	5/28/08	Waxie Sanitary Supply	Janitorial Supplies	Custodial	3,635
87882	5/28/08	Medical Education Technologies Inc	Conference Registration	HEC at Olay Mesa	760
87883	5/28/08	Quality Floors by George	Flooring Tile Replacement	Maintenance	735
87884	5/28/08	Strata Information Group	Consulting Services	Student Affairs	24,360
87885	5/28/08	Home Depot	Maintenance Supplies	Maintenance	275
87886	5/28/08	Global Equipment Company	Storage Files	Fiscal Services	1,174
87887	5/28/08	CV Graphics and Printing	Printing Services, Newsletter	Outreach	1,595
87888	5/28/08	Point Loma Nazarene University	College Expo	Outreach	1,500
87889	5/28/08	Indian Hills Camp	Leadership Summit	School of Math Science & Engineering	3,789
87890	5/28/08	Raphael's Party Rentals	Table Rental	SBDITC	55
87891	5/28/08	Autozone, Inc	Automotive Supplies	School of Applied Technology & Learning Assist.	391
87892	5/28/08	Datatec, Inc.	Consulting Services	Computer Systems & Services	2,375
87893	5/28/08	Wahono (John) Widjaja	Consulting Services	Staff Development	1,125
87894	5/28/08	Sirsi Dynix Corporation	Consulting Services	Computer Systems & Services	2,500
87895	5/28/08	MCPc	Toner Cartridges	School of Arts & Communication	262
87896	5/28/08	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Math Science & Engineering	187
87897	5/28/08	Southland Technology	Audio Cables	School of Arts & Communication	1,122
87898	5/28/08	Jaynes Corporation of California	Construction Payment, HEC-SY	Facilities Development/Prop. AA	211,988
87899	5/28/08	AT&T/MCI	Phone Charges, SY Const. Trailer	Facilities Development/Prop. AA	102
87900	5/28/08	MCPc	Toner Cartridges	School of Arts & Communication	1,333
87901	5/28/08	Willy's Electronic Supply Co., Inc.	Audio Equipment Lamps	School of Arts & Communication	145
87902	5/28/08	Films Media Group	Training Videos	HEC at Olay Mesa	300
87903	5/28/08	Insight Media	Educational Videos	HEC at Olay Mesa	1,190
87904	5/28/08	General Injectables & Vaccines Inc	Safety Supplies	Health Services	76
87905	5/28/08	Channing L Bate Co Inc	Healthcare Products	Health Services	174
87906	5/28/08	Gall's	Megaphone	HEC at Olay Mesa	250
87907	5/28/08	Gall's	Law Enforcement Uniform	College Police	100
87908	5/28/08	Gall's	Law Enforcement Supplies	College Police	359
87909	5/28/08	The Printers Shopper Llc	Printing Supplies	Printshop	332
87910	5/28/08	Reynolds Graphic Arts Corp.	Printing Supplies	Printshop	360
87911	5/28/08	San Diego Stage & Lighting	Theater Supplies	School of Arts & Communication	256
87912	5/28/08	Laerdal Medical Corp.	Medical Simulators & Manikins	HEC at Olay Mesa	3,988
87913	5/28/08	Dixieline Lumber Company	Lumber	Facilities Development	820
87914	5/28/08	3-D Stage Lighting	Lighting Supplies	School of Arts & Communication	144
87915	5/28/08	More Direct Inc	Computer Components	HEC at National City	220
87916	5/28/08	Creation Engine, L.L.C.	Computer Software	School of Behavioral & Social Sciences	164
87917	5/28/08	Marco Company	Maintenance Supplies	Maintenance	185
87918	5/28/08	Presstek Inc.	Printing Supplies	Printshop	144
87919	5/28/08	Dixieline Lumber Company	Lumber	Facilities Development	449
87920	5/28/08	MCPc	Toner Cartridges	SBDITC	226
87921	5/28/08	Edwards Cameron Medical Supply	Healthcare Products	Health Services	599
87922	5/28/08	3-D Stage Lighting	Theater Equipment	School of Arts & Communication	2,681
87923	5/28/08	Apple Computer, Inc.	Computer & Peripherals	Outreach	3,101
87924	5/28/08	Ebba G. Brown	Travel Reimbursement	Grants	4
87925	5/29/08	Office Depot Business Services Division	Office Supplies	Superintendent/President	1,907
87926	5/29/08	Granger	Maintenance Supplies	Maintenance	67
87927	5/29/08	Veronica T. Howard	Expense Reimbursement	Business & Operations	10
87928	5/29/08	Vinyard Doors, Inc.	Replacement Window Shutters	Maintenance	1,920
87929	5/29/08	Patti J. Blevins	Travel Reimbursement	Human Resources	16
87930	5/29/08	Geery Hardwood Floor	Gymnasium Floor Refinishing	School of Health Exercise Science & Athletics	7,350
87931	5/29/08	Apple Computer, Inc.	Computer Peripherals	School of Arts & Communication	869
87932	5/29/08	Unisource	Butcher Paper	School of Arts & Communication	172
87933	5/29/08	Armstrong Medical Industries Inc.	Medical Manikin	HEC at Olay Mesa	694
87934	5/29/08	Copy Link, Inc.	Toner Cartridges	Purchasing	86
87935	5/29/08	California Electric Supply	Electrical Components	Maintenance	2,245
87936	5/29/08	California Electric Supply	Electrical Components	Maintenance	2,441
87937	5/29/08	More Direct Inc	Audio System	School of Arts & Communication	321
87938	5/29/08	Paul Schubert Painting Inc	Painting Services, Bldg. 105	Facilities Development	2,850
87939	5/29/08	More Direct Inc	Computer Components	School of Applied Technology & Learning Assist.	260
87940	5/29/08	Dell Marketing L.P.	Laptop Computer	Computer Systems & Services	1,108
87941	5/29/08	LI-COR Inc	Scientific Supplies	School of Math Science & Engineering	111
87942	5/29/08	Paul S. Azevedo	Expense Reimbursement	School of Applied Technology & Learning Assist.	46
87943	5/29/08	Diversified Imaging Supply	Photographic Supplies	School of Arts & Communication	81
87944	5/29/08	Pocket Nurse Enterprises	Nursing Equipment	HEC at Olay Mesa	1,170
87945	5/29/08	Nimco, Inc	Human Skeleton	HEC at Olay Mesa	370
87946	5/29/08	Medical Equipment Affiliates	Medical Training Supplies	HEC at Olay Mesa	471

**SWC PURCHASE ORDER / BLANKET ORDER REPORT**  
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87947	5/29/08	Vaxserve Inc	Healthcare Products	Health Services	457
87948	5/29/08	Niles Biological Supply	Scientific Supplies	School of Math Science & Engineering	57
87949	5/29/08	Niles Biological Supply	Scientific Supplies	School of Math Science & Engineering	17
87950	5/29/08	Freestyle Photographic Supplies	Photographic Supplies	School of Arts & Communication	966
87951	5/29/08	Garcia Calderon & Ruiz LLP	Legal Services	Superintendent/President	14,050
87952	5/29/08	ECO Imaging Systems	Toner Cartridges	Financial Aid	242
87953	5/29/08	Dell Marketing L.P.	Toner Cartridges	Community & Media Relations	855
87954	5/29/08	MCPco	Toner Cartridges	School of Arts & Communication	34
87955	5/29/08	CMF Moulding	Chipboard Paper	School of Arts & Communication	83
87956	5/29/08	J.J. Keller & Assoc., Inc.	Emergency Response Guide	HEC at Olay Mesa	210
87957	5/29/08	SWC Student FAF	Institutional Liabilities, PELL	Financial Aid	428
87958	5/29/08	Free Form Clay & Supply	Art Supplies	School of Arts & Communication	1,458
87959	5/29/08	Finest City Broadcasting Inc	Radio Advertising	Community & Media Relations	3,000
87960	5/29/08	Void	Void	Void	-
87961	5/29/08	Durra Ink	Printing, Commencement Programs	Community & Media Relations	5,011
87962	5/29/08	Broadcast Company of the Americas	Radio Advertising	Community & Media Relations	3,000
87963	5/29/08	Sir Speedy	Display Advertising	Community & Media Relations	150
87964	5/29/08	Durra Ink	Printing, SODA Program	Community & Media Relations	3,933
87965	5/29/08	The Filipino Press	Display Advertising	Community & Media Relations	1,100
87966	5/29/08	Asia the Journal of Culture	Display Advertising	Community & Media Relations	400
87967	5/29/08	San Diego Voice & Viewpoint	Display Advertising	Community & Media Relations	550
87968	5/29/08	Union Tribune	Display Advertising	Community & Media Relations	5,662
87969	5/29/08	SWC General Fund	"A"-Tax Setup / Reimbursement	Fiscal Services	154
87970	5/29/08	SWC General Fund	"A"-Tax Setup / Reimbursement	Fiscal Services	17
87971	5/29/08	SWC General Fund	"A"-Tax Setup / Reimbursement	Fiscal Services	357
87972	5/29/08	Mc Master-Carr Supply Company	Maintenance Equipment	Maintenance	224
87973	5/29/08	C & C Glass Inc.	Window Replacement, Library	Maintenance	1,094
87974	5/29/08	Pacific Pro Audio	Voice Synthesizer	School of Arts & Communication	6,605
87975	5/29/08	Parron Hall Corp.	Modular Workstations	School of Arts & Communication	8,639
87976	5/29/08	RSPE Audio Solution Inc	Power Supply	School of Arts & Communication	773
87977	5/29/08	Pacific Pro Audio	Audio Cables	School of Arts & Communication	85
87978	5/29/08	Dawn R. Taft	Travel Reimbursement	AmeriCorps	207
87979	6/2/2008	Sun Diego Charter	Charter Bus Services	School of Health, Exercise Science & Athletics	5,336
87980	6/2/2008	Virco Manufacturing Corp	Furniture	Maintenance	14,510
87981	6/2/2008	B & H Photo Video, Inc.	Photographic Supplies	School of Arts & Communication	165
87982	6/2/2008	Cox Media	Advertising Services	Student Activities	3,408
87983	6/2/2008	Damco Inc.	Office Supplies	HEC at Olay Mesa	83
87984	6/2/2008	Milton Associates	Promotional Supplies	HEC at Olay Mesa	160
87985	6/2/2008	K-Log	Furniture	HEC at Olay Mesa	833
87986	6/2/2008	Fira Etc	Fire Extinguishers	HEC at Olay Mesa	352
87987	6/2/2008	Sailrite Enterprise	Books	Crown Cove Aquatic Center	115
87988	6/2/2008	North Star Graphics	Police Patrol Vehicle Graphics Kit	Police Academy	828
87989	6/2/2008	Manuel I. Delson	Expense Reimbursement	HEC at Olay Mesa	100
87990	6/2/2008	Bén C. Pfeiffer	Expense Reimbursement	HEC at Olay Mesa	100
87991	6/2/2008	Nicholas J. Shoemaker	Expense Reimbursement	HEC at Olay Mesa	100
87992	6/2/2008	Jesús Herrera	Expense Reimbursement	HEC at Olay Mesa	100
87993	6/2/2008	Marcus Williams	Expense Reimbursement	HEC at Olay Mesa	100
87994	6/2/2008	Home Depot	Supplies for Maintenance	Maintenance	375
87995	6/2/2008	SWC Cafeteria	Business Related/Expense	Transfer Center	440
87996	6/2/2008	SWC Cafeteria	Business Related/Expense	Outreach	699
87997	6/2/2008	Cathi Johnson	Expense Reimbursement	Continuing Education	42
87998	6/2/2008	Marcello Nicoletti	Expense Reimbursement	Continuing Education	40
87999	6/2/2008	Keri Pierce	Expense Reimbursement	Continuing Education	21
88000	6/2/2008	Jose A. Ibarra	Business Related/Expense	ROP	64
88001	6/2/2008	Jorge Y. Nava	Business Related/Expense	ROP	40
88002	6/2/2008	Keenan and Associates	Claim Administrative	Risk Management	3,563
88003	6/2/2008	RSPE Audio Solution Inc	Audio and Music Equipment	School of Arts & Communication	3,123
88004	6/2/2008	Motorola	Astro Digital Portable Radios	College Police	9,115
88005	6/2/2008	EPA K-9 & Investigative Services	Security Guard Services	College Police	2,820
88006	6/2/2008	Willy's Electronic Supply Co., Inc.	Projector Lamps	School of Arts & Communication	90
88007	6/2/2008	Apple Computer, Inc.	Computer Peripherals	School of Tech & Human Services	268
88008	6/2/2008	Regency Lighting	Electrical Supplies	Maintenance	1,870
88009	6/2/2008	Wells Fargo	Institutional Liability	Financial Aid	100
88010	6/2/2008	Citibank	Institutional Liability	Financial Aid	81
88011	6/2/2008	Wells Fargo	Institutional Liability	Financial Aid	122
88012	6/2/2008	Citibank	Institutional Liability/Testing	Financial Aid	42
88013	6/2/2008	Western Rim Constructors Inc	Construction Payment #11 Fire Safety	Facilities Development / Prop. AA	192,240
88014	6/2/2008	Construction Testing & Engineering	Materials Inspection of Equipment/	Facilities Development / Prop. AA	1,584
88015	6/2/2008	Foundation for California Community	EOPS 06/07 Discretionary Cost Limit	Fiscal Services	3,972
88016	6/2/2008	Gilbane Building Company	Construction Management Services	Facilities Development / Prop. AA	21,423
88017	6/2/2008	SGPA Architecture & Planning	Construction Administration San Ysidro	Facilities Development / Prop. AA	1,728
88018	6/2/2008	Sylvia A. Felan-Gonzales	Expense Reimbursement	Counseling	870
88019	6/2/2008	SWC Cafeteria	Business Related/Expense	Student Affairs	189
88020	6/2/2008	Jobelephant.Com Inc	Advertising Services	Human Resources	1,685
88021	6/2/2008	SWC Cafeteria	Business Related/Expense	Counseling	380
88022	6/2/2008	Noio	Books	Library	6
88023	6/2/2008	Jeanette M. Zimmerman	Expense Reimbursement	School of Tech & Human Services	500
88024	6/2/2008	Bianca L. Villa	Expense Reimbursement	School of Tech & Human Services	196
88025	6/2/2008	VWR International	Scientific Supplies	HEC at National City	242
88026	6/2/2008	Meadows Medical Supply	Simple Suzie Manikin	HEC at Olay Mesa	661
88027	6/2/2008	Dell Marketing L.P.	Toner Cartridges	Evaluations	426
88028	6/2/2008	A&E Home Video	Video Supplies	School of Tech & Human Services	123
88029	6/2/2008	Creation Engine, L.L.C.	Computer Software	School of Tech & Human Services	70

**SWC PURCHASE ORDER / BLANKET ORDER REPORT**  
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88030	6/2/2008	Moore Medical Corp.	Medical Supplies	HEC at Otay Mesa	1,487
88031	6/2/2008	H.M. Pitt Labs, Inc.	Testing Services	Safety	475
88032	6/2/2008	Pasadena City College	Conference Registration Fee	Student Affairs	38
88033	6/2/2008	SWC Campus Store	Express Mailing Services	Student Activities	18
88034	6/2/2008	Lori A. Gorton	Mileage Reimbursement	Payroll	57
88035	6/2/2008	Bertha R. Williams	Expense Reimbursement	School of Languages & Humanities	117
88036	6/2/2008	Jorge J. Perez	Expense Reimbursement	School of Languages & Humanities	231
88037	6/2/2008	Daniel L. Moody	Expense Reimbursement	School of Languages & Humanities	3
88038	6/2/2008	Employment Development Department	Unemployment Insurance	Risk Management	12,040
88039	6/2/2008	Americas Printer	Printing Services	Counseling	269
88040	6/2/2008	WestAir Gases and Equipment Inc	Gases	Warehouse	429
88041	6/2/2008	Advantage Business Equipment	Repair Time Stamper	Warehouse	98
88042	6/2/2008	Perry L. Vasquez	Expense Reimbursement	School of Arts & Communication	53
88043	6/2/2008	Floyd & Howerton Plumbing Inc.	Plumbing Services	Maintenance	2,836
88044	6/2/2008	SWC Student FAF	Institutional Liability	Financial Aid	1,217
88045	6/2/2008	SWC Student FAF	Institutional Liability	Financial Aid	836
88046	6/2/2008	Sehi Computer Products Inc	Computer Peripherals	School of Arts & Communication	515
88047	6/2/2008	SWC Campus Store	Personal Wellness Service Brochure	Student Activities	431
88048	6/2/2008	Pacificare Behavioral Health	EAP Billing for June	Payroll	1,105
88049	6/2/2008	Frank Jonasson	Consultant	Financial Aid	3,000
88050	6/2/2008	Alcatraz Lock & Key	Locksmith Services	Maintenance	1,000
88051	6/2/2008	California Schools Dental Coalition	Delta Dental Coalition	Payroll	750,564
88052	6/2/2008	Martha L. Sanchez	Reissue Overage Warrant	Cashiering	60
88053	6/2/2008	Miriam Sherman	Reissue Overage Warrant	Cashiering	60
88054	6/2/2008	Lizbeth Bojorquez	Reissue Overage Warrant	Cashiering	20
88055	6/2/2008	Community College League of Ca	Subscription Electric Database	Library	7,760
88056	6/2/2008	Copy Link, Inc.	Staples	Office Support Services	267
88057	6/2/2008	Chula Vista Alarm Co	Alarm System	Maintenance	200
88058	6/2/2008	Floyd & Howerton Plumbing Inc.	Repair Broken Gas Pipe	Maintenance	277
88059	6/2/2008	Rutan & Tucker LLP	Legal Services	Fiscal Affairs	7,556
88060	6/2/2008	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	48
88061	6/2/2008	Vince Miller	Officials Fee	School of Health, Exercise Science & Athletics	220
88062	6/2/2008	Darren Alcalay	Officials Fee	School of Health, Exercise Science & Athletics	220
88063	6/2/2008	Frank J. Alfano	Officials Fee	School of Health, Exercise Science & Athletics	220
88064	6/2/2008	Patricia E. Larkin	Expense Reimbursement	Bookstore	64
88065	6/2/2008	Sehi Computer Products Inc	Computer Peripherals	Facilities Development	214
88066	6/3/2008	Pacific Ergonomics	Ergonomic Furniture	Safety	113
88067	6/3/2008	Ima Y. Gomez	Expense Reimbursement	School of Tech & Human Services	338
88068	6/3/2008	Erica J. Rodriguez	Expense Reimbursement	School of Tech & Human Services	88
88069	6/3/2008	Patricia M. Barlow	Expense Reimbursement	School of Tech & Human Services	98
88070	6/3/2008	James D. Brown	Nursing Scholarship Recipient	HEC at Otay Mesa	200
88071	6/3/2008	Christine A. Corotan	Nursing Scholarship Recipient	HEC at Otay Mesa	200
88072	6/3/2008	Dawn M. Driscoll	Nursing Scholarship Recipient	HEC at Otay Mesa	200
88073	6/3/2008	Sogjin Kim	Nursing Scholarship Recipient	HEC at Otay Mesa	200
88074	6/3/2008	Luis Velasco	Nursing Scholarship Recipient	HEC at Otay Mesa	200
88075	6/3/2008	Yvette Mesa	Nursing Scholarship Recipient	HEC at Otay Mesa	500
88076	6/3/2008	Catherine K. Yamashiro	Nursing Scholarship Recipient	HEC at Otay Mesa	500
88077	6/3/2008	David M. Preciado	Expense Reimbursement	School of Tech & Human Services	82
88078	6/3/2008	SGPA Architecture & Planning	Engineering Services	Facilities Development / Prop. AA	4,900
88079	6/3/2008	LPA	Construction Administration 800/850	Facilities Development / Prop. AA	6,790
88080	6/3/2008	Database Providers	Consultant	CEEWD	3,360
88081	6/3/2008	Kathy Tyner	Expense Reimbursement	School of Math Science & Engineering	27
88082	6/3/2008	Cathi Johnson	Expense Reimbursement	Continuing Education	282
88083	6/3/2008	Wilsie Giudice	Expense Reimbursement	Continuing Education	85
88084	6/3/2008	B & H Photo Video, Inc.	Nikon Camera Kit and Supplies	School of Arts & Communication	2,487
88085	6/3/2008	CCUG	Membership	College Police	50
88086	6/3/2008	Paradise Painting	Prime and Paint Lattice Bldg. 360	Facilities Development / Prop. AA	2,670
88087	6/3/2008	Southland Technology	Computer Peripherals	Instructional Technology Support	1,238
88088	6/3/2008	Union Tribune	Subscription	School of Business & Information Systems	105
88089	6/3/2008	Economy Printing	Printing Services	ROP	533
88090	6/3/2008	Matthew Bender & Company Inc	Books	School of Business & Information Systems	61
88091	6/3/2008	West Group	Books	School of Business & Information Systems	106
88092	6/3/2008	West Group	Books	School of Business & Information Systems	211
88093	6/3/2008	Crystal Productions	Video Supplies	School of Arts & Communication	75
88094	6/3/2008	Films Media Group	Video Supplies	School of Arts & Communication	424
88095	6/3/2008	United Cleaners Supply Inc	Janitorial Supplies	HEC at National City	434
88096	6/3/2008	Ward's Natural Science, Inc.	Educational Supplies	HEC at National City	157
88097	6/3/2008	Art World Video	Video Supplies	School of Arts & Communication	107
88098	6/3/2008	Resner Builders Hardware Inc	Steel Door with Window	Maintenance	789
88099	6/3/2008	Communication Wiring Specialists	Installation of Voice Feed Cable	Maintenance	2,770
88100	6/3/2008	Harbor Freight	Auto Parts and Supplies	School of Tech & Human Services	467
88101	6/3/2008	Clark Security Products, Inc.	Lock and Safety Supplies	Maintenance	118
88102	6/3/2008	J. A. Sexauer, Inc.	Plumbing Supplies	Maintenance	441
88103	6/3/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	105
88104	6/3/2008	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Arts & Communication	69
88105	6/3/2008	Humanscale	Freedom Task Chair	Safety	619
88106	6/3/2008	South Bay Window and Glass	Furnish and Install Sliding Window	School of Health, Exercise Science & Athletics	159
88107	6/3/2008	Port Supply	Auto Parts and Supplies	Crown Cove Aquatic Center	234
88108	6/3/2008	FAES	Scientific Supplies	School of Math Science & Engineering	80
88109	6/3/2008	Paul Ecke Ranch	Horticulture Supplies	School of Tech & Human Services	224
88110	6/3/2008	City Farmers Nursery	Horticulture Supplies	School of Tech & Human Services	96
88111	6/3/2008	More Direct Inc	Computer Peripherals	Instructional Technology Support	585
88112	6/3/2008	MSC Industrial Supply	Auto Parts and Supplies	School of Tech & Human Services	975

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88113	6/3/2008	Gravograph Inc	Desk Sign Holders	Maintenance	196
88114	6/3/2008	Home Depot	Portable Wet/Dry Vac and Supplies	Instructional Technology Support	264
88115	6/3/2008	Home Depot	Lumber	School of Arts & Communication	375
88116	6/3/2008	Home Depot	Fiberglass Ladder	HEC at National City	91
88117	6/3/2008	Allied Waste Serv. #509	Dumpsters for Concert	Facilities	625
88118	6/3/2008	Nurses Station	Medical Supplies	HEC at Otay Mesa	1,576
88119	6/3/2008	California Electric Supply	Electrical Equipment and Supplies	Maintenance	5,555
88120	6/3/2008	Rio Grande	Arts Supplies	School of Arts & Communication	352
88121	6/3/2008	Dick Blick Holdings	Arts Supplies	School of Arts & Communication	273
88122	6/3/2008	Harcourt Assessment Inc	Educational Supplies	Disability Support Services	1,886
88123	6/3/2008	Sweetwater Union High School District	Bus Services	Outreach	1,327
88124	6/3/2008	Office Depot Business Services Division	Hon Storage Cabinet	Purchasing	310
88125	6/3/2008	Bertha Govaa	Expense Reimbursement	CEEWD	46
88126	6/3/2008	Casa Del Taco	Business Related/Expense	CEEWD	326
88127	6/3/2008	Soltak Pacific	Construction Payment #10 800/850	Facilities Development / Prop. AA	34,003
88128	6/3/2008	Mhz Communications	Repair Radio	Warehouse	87
88129	6/3/2008	SWC Campus Store	Bookstore Merchandise	Various	7,619
88130	6/3/2008	Transstart Industries Inc	Auto Parts and Supplies	School of Tech & Human Services	1,156
88131	6/3/2008	CDW-G	Computer Peripherals	Disability Support Services	250
88132	6/3/2008	Guitar Center, Inc.	Musical Instruments	School of Arts & Communication	3,349
88133	6/3/2008	Louis and Company	Maintenance Supplies	Counseling	101
88134	6/3/2008	Phoenix Group	Citation Rolls	College Police	2,068
88135	6/3/2008	Staples Credit Plan	Office Supplies	Purchasing	59
88136	6/3/2008	Intra Link Communications Inc	Reinstate Connectors	Facilities Development / Prop. AA	1,139
88137	6/3/2008	Intra Link Communications Inc	Replace Fiber Network	Facilities Development / Prop. AA	9,389
88138	6/3/2008	Home Depot	Supplies for Grounds	Grounds	480
88139	6/3/2008	Lowe's	Supplies for Grounds	Grounds	216
88140	6/3/2008	Clancy	Citations and Envelopes	College Police	3,984
88141	6/3/2008	Astro Mechanical Contractors Inc	Air Grills and Drops	Facilities Development / Prop. AA	3,786
88142	6/3/2008	ERRECA'S Inc	Repair Sewer Pipe	Maintenance	4,963
88143	6/3/2008	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	173
88144	6/3/2008	Luz M. Solar-McElwain	Expense Reimbursement	School of Business & Information Systems	61
88145	6/3/2008	Casa Familiar	Rent	HEC at Otay Mesa	1,183
88146	6/4/2008	Veronica E. Burton	Travel Reimbursement	Articulation	101
88147	6/4/2008	Sherilyn Salahuddin	Travel Reimbursement	Disability Support Services	20
88148	6/4/2008	California Electric Supply	Electrical Equipment and Supplies	Maintenance	3,235
88149	6/4/2008	Southland Technology	Lamps for Epson Projector	Maintenance	1,144
88150	6/4/2008	Eduardo Reyes	Consultant	CEEWD	1,800
88151	6/4/2008	Stephanie Stephens	Consultant	CEEWD	1,800
88152	6/4/2008	Michelle Ramirez	Consultant	CEEWD	1,800
88153	6/4/2008	Janette D. Gomez	Consultant	CEEWD	1,800
88154	6/4/2008	George Kozliza	Expense Reimbursement	Human Resources	388
88155	6/4/2008	David R. Brown	Expense Reimbursement	School of Math Science & Engineering	944
88156	6/4/2008	Sehi Computer Products Inc	Computer Peripherals	Instructional Technology Support	1,900
88157	6/4/2008	Susan M. Reasons	Expense Reimbursement	School of Health, Exercise Science & Athletics	79
88158	6/4/2008	Kathy Tyner	Expense Reimbursement	School of Math Science & Engineering	469
88159	6/4/2008	Blatchley P. Harkenrider	Expense Reimbursement	Continuing Education	35
88160	6/4/2008	Office Depot Business Services Division	Office Supplies	HEC at National City	15
88161	6/4/2008	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	16
88162	6/4/2008	Sign Diego	Signage/Higher Education Center	Facilities Development	1,558
88163	6/4/2008	State Consulting & Inspection Servi	Inspection of Record for San Ysidro	Facilities Development/Prop AA	11,760
88164	6/4/2008	Teresa P. Valladolid	Mileage Reimbursement	Governing Board	56
88165	6/4/2008	Southland Technology	Computers and Peripherals	School of Math Science & Engineering	10,562
88166	6/4/2008	Yolanda Salcido	Mileage Reimbursement	Governing Board	51
88167	6/4/2008	Lauren Villarreal	Mileage Reimbursement	Grants	9
88168	6/4/2008	Silvia Varela	Expense Reimbursement	Continuing Education	75
88169	6/4/2008	Christian L. Salgado	Expense Reimbursement	Continuing Education	70
88170	6/4/2008	Debbie P. Trujillo	Travel Reimbursement	SBDC	607
88171	6/4/2008	Stanley Access Tech Llc	Repair Auto Door	Maintenance	500
88172	6/4/2008	More Direct Inc	Computer Peripherals	Vocational Ed	100
88173	6/4/2008	Jackie L. Osborne	Travel Reimbursement	Human Resources	16
88174	6/4/2008	George L. Bonilla	Travel Reimbursement	Staff Development	36
88175	6/4/2008	Fernando A. Poveda	Mileage Reimbursement	Outreach	235
88176	6/4/2008	Jackie L. Osborne	Travel Reimbursement	Human Resources	110
88177	6/4/2008	Office Depot Business Services Division	Office Supplies	School of Tech & Human Services	524
88178	6/4/2008	Office Depot Business Services Division	Office Supplies	HEC at National City	1,385
88179	6/4/2008	Void	Void	Void	-
88180	6/4/2008	Mark E. Pentilescu	Expense Reimbursement	School of Arts & Communication	305
88181	6/4/2008	Office Depot Business Services Division	Office Supplies	Various	868
88182	6/4/2008	Mississippi Industries for	Americorp T-shirts	Americorp	151
88183	6/4/2008	Rhonda K. Goodman	Travel Reimbursement	School of Languages & Humanities	100
88184	6/5/2008	Astro Mechanical Contractors Inc	Repair Air Conditioning Units	Maintenance	1,737
88185	6/5/2008	California Comfort Systems Usa	Trouble Shoot Zone Box	Maintenance	223
88186	6/5/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	177
88187	6/5/2008	ECO Imaging Systems	Toner Cartridges	Warehouse	1,878
88188	6/5/2008	A-1 Golf Cars of Escondido, Inc.	Auto Parts and Supplies	Maintenance	85
88189	6/5/2008	Ault & Associates	Amsco Manual Surgery Table	ROP	7,534
88190	6/5/2008	Gopher Sports	Athletic Equipment and Supplies	School of Health, Exercise Science & Athletics	2,250
88191	6/5/2008	IPS	VTEA Forms	VTEA	1,899
88192	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	156
88193	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	1,062
88194	6/5/2008	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	598
88195	6/5/2008	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	268

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88196	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	220
88197	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	379
88198	6/5/2008	Office Depot Business Services Division	Office Supplies	Evaluations	305
88199	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	1,150
88200	6/5/2008	Skillpath Seminars	Conference Registration Fee	School of Math Science & Engineering	374
88201	6/5/2008	Datatel, Inc.	Conference Registration Fee	Instructional Support Services	675
88202	6/5/2008	Datatel, Inc.	Conference Registration Fee	Instructional Support Services	450
88203	6/5/2008	Casa Del Taco	Business Related/Expense	SBDITC	439
88204	6/5/2008	CPS Security Solutions	Security Guard Services	HEC at Olaj Mesa	4,916
88205	6/5/2008	CPS Security Solutions	Security Guard Services	HEC at Olaj Mesa	7,352
88206	6/5/2008	Sac State Calif. Americorps Conference	Conference Registration Fee	Americorps	385
88207	6/5/2008	Michael R. Kerns	Travel Reimbursement	Human Resources	56
88208	6/5/2008	Void	Void	Void	-
88209	6/5/2008	Advanced Web Offset Inc	Printing Services	School of Arts & Communication	2,931
88210	6/10/2008	Hursel Chemical Company	Print Shop Equipment and Supplies	Print Shop	5,309
88211	6/10/2008	MSC Industrial Supply	Welding Supplies	Maintenance	587
88212	6/10/2008	EPA K-9 & Investigative Services	Security Guard Services	College Police	2,792
88213	6/10/2008	David R. Brown	Expense Reimbursement	School of Math Science & Engineering	2,885
88214	6/10/2008	Genuine Parts Company	Auto Parts and Supplies	School of Tech & Human Services	255
88215	6/10/2008	R.J. Safety Supply Co.	Respirators	School of Math Science & Engineering	23
88216	6/10/2008	Healthfirst Corporation	Medical Supplies	HEC at National City	426
88217	6/10/2008	LI-COR Inc	Scientific Supplies	School of Math Science & Engineering	2,189
88218	6/10/2008	Genuine Parts Company	Auto Parts and Supplies	Various	2,391
88219	6/10/2008	Genuine Parts Company	Auto Parts and Supplies	ROP	3,671
88220	6/10/2008	Praxair Distribution Inc	Welding Supplies	ROP	3,127
88221	6/10/2008	Virco Manufacturing Corp	Furniture	MESA	3,733
88222	6/10/2008	Fastenal Company	Tools and Supplies	Facilities Development	394
88223	6/10/2008	The Tool Shack	Makita Drills	School of Arts & Communication	655
88224	6/10/2008	Unisource	Paper Supplies	School of Arts & Communication	57
88225	6/10/2008	Pocket Nurse Enterprises	Medical Supplies	HEC at Olaj Mesa	84
88226	6/10/2008	Cine-Med, Inc.	Video Supplies	HEC at Olaj Mesa	635
88227	6/10/2008	Xerox Corporation	Office Supplies	Office Support Services	221
88228	6/10/2008	SWC Campus Store	Colop Allocation	Fiscal Services	373
88229	6/10/2008	SWC Student Services	Colop Allocation	Fiscal Services	579
88230	6/10/2008	Pasadena City College	Conference Registration Fee	College Police	76
88231	6/10/2008	Wahono (John) Widjaja	Consultant	Staff Development	1,125
88232	6/10/2008	Allied Exhaust Systems	Auto Parts and Supplies	ROP	1,713
88233	6/10/2008	Gardeners Supply Co.	Horticulture Supplies	School of Tech & Human Services	152
88234	6/10/2008	Parron Hall Corp.	Remodel Office	Maintenance	6,918
88235	6/10/2008	Software Spectrum, Inc.	Computer Software	Instructional Technology Support	320
88236	6/10/2008	First Regional Bank	Retention Payment #6 for 800/850	Facilities Development/Prop AA	3,778
88237	6/10/2008	Gilbane Building Company	Construction Management Services	Facilities Development/Prop AA	21,423
88238	6/10/2008	Arrowhead	Business Related/Expense	SBDITC	85
88239	6/10/2008	Sonia Contreras	Consultant	School of Math Science & Engineering	6,000
88240	6/10/2008	Staples Credit Plan	Office Supplies	Purchasing	16
88241	6/10/2008	Southland Technology	Computer Peripherals	School of Tech & Human Services	397
88242	6/10/2008	SWC CAL STUD AID COM	Overpayment /Liabilities	Financial Aid	2,781
88243	6/11/2008	Ronald W. Vess	Mileage Reimbursement	Library	40
88244	6/11/2008	Free Form Clay & Supply	Mix Clay	Continuing Education	470
88245	6/11/2008	Laura O. Arana	Mileage Reimbursement	HEC at Olaj Mesa	30
88246	6/11/2008	Office Depot Business Services Division	Office Supplies	Community & Media Relations	83
88247	6/11/2008	Teresa P. Valladolid	Expense Reimbursement	Governing Board	7
88248	6/11/2008	Michele M. Dawson	Travel Reimbursement	Student Employment Services	6
88249	6/11/2008	Complete Office	Office Supplies	Purchasing	95
88250	6/11/2008	SWC Student FAF	Institutional Liability	Financial Aid	4,932
88251	6/11/2008	Raga M. Bakhtel	Travel Reimbursement	School of Math Science & Engineering	900
88252	6/11/2008	Max G. Branscomb, II	Expense Reimbursement	SAC	25
88253	6/11/2008	Home Depot	Maintenance Supplies	Maintenance	494
88254	6/11/2008	National School District	Bus Transportation Services	Family Resource Center	74
88255	6/11/2008	CV Graphics and Printing	Printing Services	Outreach	116
88256	6/11/2008	Scate Inc	Consultant	School of Math Science & Engineering	2,300
88257	6/11/2008	SWC Foundation	Garden of Giving Endowment Scholarship	School of Math Science & Engineering	20,000
88258	6/11/2008	Guitar Center, Inc.	Musical Instruments	School of Arts & Communication	2,149
88259	6/11/2008	Dick Blick Holdings	Supplies for College for Kids	Continuing Education	38
88260	6/11/2008	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Arts & Communication	329
88261	6/11/2008	B & H Photo Video, Inc.	Nikon Digital Camera with Lens	HEC at National City	787
88262	6/11/2008	Palmer Projection Services	Furnish and Install Cabling & Connectors	Facilities Development	8,396
88263	6/11/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	293
88264	6/11/2008	Johnstone Supply	Water Regulating Valves	Maintenance	271
88265	6/11/2008	Sharp Rees Stealy Medical Ctrs	Medical Services	Risk Management	172
88266	6/11/2008	Nolo	Books	Library	99
88267	6/11/2008	Amazon.Com Credit	Books	Library	1,719
88268	6/11/2008	Office Depot Business Services Division	Office Supplies	Child Development Center	725
88269	6/11/2008	Office Depot Business Services Division	Office Supplies	Various	587
88270	6/11/2008	George L. Bonilla	Travel Reimbursement	Staff Development	1,268
88271	6/12/2008	Ryan R. Gonzalez	Mileage Reimbursement	CEEWD	332
88272	6/12/2008	Georgina Hodges	Mileage Reimbursement	Calworks	24
88273	6/12/2008	Martina M. Pehado	Mileage Reimbursement	Calworks	64
88274	6/12/2008	Diana H. Hernandez	Mileage Reimbursement	HEC at Olaj Mesa	100
88275	6/12/2008	Maria D. Martinez	Mileage Reimbursement	HEC at Olaj Mesa	41
88276	6/12/2008	Angelica L. Suarez	Mileage Reimbursement	HEC at Olaj Mesa	91
88277	6/12/2008	Carolyn Wiley	Mileage Reimbursement	SBDITC	4
88278	6/12/2008	Campus Cards by Lois Garniel	PVC Poly Cards with Magnetic Strips	HEC at Olaj Mesa	1,089

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88279	6/12/2008	Office Depot Business Services Division	Office Supplies	Continuing Education	282
88280	6/12/2008	CAL/OSHA	Conveyance Elevators in National City	Maintenance	210
88281	6/12/2008	Whitaker Brothers Business Machine	Office Equipment	HEC at Otay Mesa	1,172
88282	6/12/2008	Optelec Us Inc	Assistive Technology	Disability Support Services	3,059
88283	6/12/2008	A. T. Kretter & Company	Magnifier Scanner Reader	Disability Support Services	2,579
88284	6/12/2008	American Express	Airfare	Various	597
88285	6/12/2008	Learning Resources International	Video Supplies	HEC at Otay Mesa	563
88286	6/12/2008	Home Science Tools	Educational Supplies	School of Math Science & Engineering	93
88287	6/12/2008	Complete Office	Office Supplies	Purchasing	226
88288	6/12/2008	Office Depot Business Services Division	Office Supplies	Purchasing	73
88289	6/12/2008	Ardus Medical Inc	Medical Equipment	HEC at Otay Mesa	3,744
88290	6/12/2008	Western Pump Inc	Test Pump and Storage Tank	Maintenance	751
88291	6/12/2008	Palmer Projection Services	Install Cabling and Connectors	Facilities Development	1,957
88292	6/12/2008	Sweetwater Union High School District	Bus Services	Outreach	318
88293	6/12/2008	Sweetwater Union High School District	Bus Services	School of Health, Exercise Science & Athletics	515
88294	6/12/2008	Sweetwater Union High School District	Bus Services	Outreach	1,307
88295	6/12/2008	SWC General Fund	Payroll	Facilities Development/Prop AA	9,880
88296	6/12/2008	SWC General Fund	Payroll	Facilities Development/Prop AA	111
88297	6/12/2008	Home Depot	Grounds Supplies	Grounds	49
88298	6/12/2008	Home Depot	Materials for Lattice Repair	Facilities Development	172
88299	6/12/2008	Copy Link, Inc.	Office Supplies	Academic Affairs	65
88300	6/12/2008	Alcatraz Lock & Key	Lock and Key Services	Facilities Development	750
88301	6/12/2008	Snap-On Industrial	Tools and Supplies	Maintenance	39
88302	6/12/2008	Spectra	Office Supplies	HEC at Otay Mesa	65
88303	6/12/2008	Spectra	Office Supplies	Evaluations	40
88304	6/12/2008	Grainger	Fire Extinguishers	Family Resource Center	696
88305	6/12/2008	Mississippi Industries for the Blind	Americorps T-shirts	Americorp	55
88306	6/12/2008	Liebert Cassidy Whitmore	Books	Human Resources	135
88307	6/12/2008	K-Log	Furniture	MESA	4,214
88308	6/16/08	Hawthorne Machinery Co.	Heavy Equipment Parts	Maintenance	20
88309	6/16/08	Next Day Printed Tees	Custom-Printed Shirts, CFK	CEEWD	1,540
88310	6/16/08	Thyssenkrupp Elevator Corp	Elevator Repair	Maintenance	1,600
88311	6/16/08	Stored Value Marketing	Gas Cards	Calworks	2,443
88312	6/16/08	Union Tribune	Legal Ad for RFP	Business & Operations	339
88313	6/16/08	Midway Jeep Chrysler	Automotive Repair Parts	Maintenance	486
88314	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88315	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88316	6/17/08	Void	Void	Void	-
88317	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88318	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88319	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88320	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88321	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88322	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88323	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88324	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88325	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88326	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88327	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88328	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88329	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88330	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88331	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88332	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88333	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88334	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88335	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88336	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88337	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88338	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88339	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88340	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88341	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88342	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88343	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88344	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88345	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88346	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88347	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88348	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88349	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88350	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88351	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88352	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88353	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88354	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88355	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88356	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88357	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88358	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88359	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88360	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88361	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500

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88362	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88363	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88364	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88365	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88366	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88367	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88368	6/17/08	Retired Employee	Medical Reimbursement	Payroll	17
88369	6/17/08	Retired Employee	Medical Reimbursement	Payroll	116
88370	6/17/08	Retired Employee	Medical Reimbursement	Payroll	340
88371	6/17/08	Retired Employee	Medical Reimbursement	Payroll	1,732
88372	6/17/08	Retired Employee	Medical Reimbursement	Payroll	1,806
88373	6/17/08	Retired Employee	Medical Reimbursement	Payroll	2,326
88374	6/17/08	Waxie Sanitary Supply	Custodial Supplies	Custodial	6,421
88375	8/17/08	Ashburn Law Office APC	Consulting Services	SBD/TC	23
88376	6/17/08	Costco Wholesale	SRP Supplies	EOPS	500
88377	6/17/08	Costco Wholesale	SRP Supplies	EOPS	200
88378	6/17/08	Costco Wholesale	SRP Supplies	EOPS	800
88379	6/17/08	SWC General Fund	Fund Reimbursement, LPA	Fiscal Services/Prop AA	6,790
88380	6/17/08	SWC General Fund	Fund Reimbursement, LPA	Fiscal Services/Prop AA	6,662
88381	6/17/08	SWC General Fund	Fund Reimbursement, Soltek	Fiscal Services/Prop AA	11,451
88382	6/17/08	SWC General Fund	Fund Reimbursement, Supplies	Fiscal Services	135
88383	6/17/08	SWC General Fund	Fund Reimbursement, Supplies	Fiscal Services	86
88384	6/17/08	SWC General Fund	"A"-Tax Setup/Reimbursement	Fiscal Services	154
88385	6/17/08	SWC General Fund	"A"-Tax Setup/Reimbursement	Fiscal Services	250
88386	6/17/08	Office Depot Business Services Division	Office Supplies	Office Support Services	71
88387	6/17/08	Office Depot Business Services Division	Office Supplies	HEC at Otay Mesa	213
88388	6/17/08	Office Depot Business Services Division	Office Supplies	Various	319
88389	6/17/08	Office Depot Business Services Division	Office Supplies	Various	407
88390	6/17/08	Hobsons, Inc.	Recruitment Advertising	International Programs	7,500
88391	6/17/08	LRP Publications	Subscription	Disability Support Services	225
88392	6/17/08	Team Gear Embroidery	Athletic Uniforms	School of Health Exercise Science & Athletics	458
88393	6/17/08	A1 Quality Blinds	Window Blinds	Facilities Development	960
88394	6/17/08	Southland Envelope	Custom-Printed Envelopes	Purchasing	124
88395	6/17/08	CPS Security Solutions	Security Services	HEC at Otay Mesa	4,727
88396	6/17/08	Ninyo & Moore	Geotechnical Testing, Perimeter Road	Facilities Development	11,287
88397	6/17/08	Geo Tek Insile Inc	Inspection Services, Perimeter Road	Facilities Development/Prop AA	12,800
88398	6/17/08	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	202
88399	6/17/08	Wast Group	Publications	Library	71
88400	6/17/08	Mr. Fence	Fence Installation	Grounds	5,293
88401	6/17/08	United Parcel Service	Parcel Services	Purchasing	22
88402	6/17/08	Lowe's	Grounds Materials	Grounds	56
88403	6/17/08	Coutts Information Services	Library Books	Library	1,283
88404	6/17/08	Thomson Gale	Library Books	Library	508
88405	6/17/08	Jamie E. DeFrance	Refund, Class Cancellation	CEEWD	20
88406	6/17/08	Raymond C. DeLaCruz	Refund, Class Cancellation	CEEWD	40
88407	6/17/08	Silvia Varela	Refund, Class Cancellation	CEEWD	75
88408	6/17/08	Keri Pierce	Refund, Class Cancellation	CEEWD	21
88409	6/17/08	EBSCO Industries Inc.	Subscription	Library	531
88410	6/17/08	Sir Speedy	Printing, Brochures	Community & Media Relations	171
88411	6/17/08	Chula Vista Photo Studio	Photos & Frames	Community & Media Relations	879
88412	6/17/08	Diamond Fitness Systems	Athletic Equipment Maintenance	Physical Education	5,875
88413	6/17/08	Western Rim Constructors Inc	Construction Payment, Perimeter Road	Facilities Development/Prop AA	217,344
88414	6/17/08	Ensley Electric Inc	Communications Cabling Relocation	Facilities Development/Prop AA	7,102
88415	6/17/08	Cal-West Awards	Retirement Plaques	Community & Media Relations	120
88416	6/17/08	Lab Safety Supply, Inc.	Safety Supplies	School of Math Science & Engineering	246
88417	6/17/08	California Air Compressor	HVAC Equipment Supplies	Maintenance	226
88418	6/17/08	Unisource	Paper	Printshop	588
88419	6/17/08	Union Tribune	Subscription	HEC at Otay Mesa	196
88420	6/17/08	SWC Campus Store	Loomis Charges	Fiscal Services	1,573
88421	6/17/08	SWC General Fund	"A"-Tax Setup	Fiscal Services	136
88422	6/17/08	Southland Technology	Computer Components	School of Behavioral & Social Sciences	810
B1363	5/29/08	WestAir Gases	Specialty Gases	HEC at National City	300
B1364	5/29/08	Mellano & Company	Horticulture Supplies	Landscape & Nursery Technology	49
B1365	6/10/08	Napa Auto Parts	Auto Parts and Supplies	Maintenance	2,000
B1366	6/10/08	WestAir Gases and Equipment Inc	Gases	Maintenance	1,000
B1367	6/10/08	Airgas West	Gases	Maintenance	2,000
B1368	6/17/08	Cox Media	Advertising	Community & Media Relations	14,998

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PO #	DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
88299	6/12/2008	Copy Link, Inc.	Office Supplies	Academic Affairs	65
88182	6/4/2008	Mississippi Industries for	Americorps T-shirts	Americorp	151
88206	6/5/2008	Sac State Calif. Americorps Conference	Conference Registration Fee	Americorp	385
88305	6/12/2008	Mississippi Industries for the Blind	Americorps T-shirts	Americorp	55
87978	5/29/08	Dawn R. Telf	Travel Reimbursement	Americorps	207
88145	6/4/2008	Veronica E. Burton	Travel Reimbursement	Articulation	101
88034	6/2/2008	Patricia E. Larkin	Expense Reimbursement	Bookstore	64
87927	5/29/08	Veronica T. Howard	Expense Reimbursement	Business & Operations	10
88312	6/16/08	Union Tribune	Legal Ad for RFP	Business & Operations	339
88272	6/12/2008	Georgina Hodges	Mileage Reimbursement	Calworks	24
88273	6/12/2008	Marlina M. Poinado	Mileage Reimbursement	Calworks	64
88311	6/16/08	Stored Value Marketing	Gas Cards	Calworks	2,443
88053	6/2/2008	Miriam Sherman	Reissue Overage Warrant	Cashiering	60
88054	6/2/2008	Lizbeth Bojorquez	Reissue Overage Warrant	Cashiering	20
88052	6/2/2008	Martha L. Sanchez	Reissue Overage Warrant	Cashiering	60
88080	6/3/2008	Database Providers	Consultant	CEEWD	3,360
88125	6/3/2008	Bertha Govea	Expense Reimbursement	CEEWD	46
88126	6/3/2008	Casa Del Taco	Business Related/Expense	CEEWD	326
88150	6/4/2008	Eduardo Reyes	Consultant	CEEWD	1,800
88151	6/4/2008	Stephanie Stephens	Consultant	CEEWD	1,800
88152	6/4/2008	Michelle Ramirez	Consultant	CEEWD	1,800
88153	6/4/2008	Janette D. Gomez	Consultant	CEEWD	1,800
88271	6/12/2008	Ryan R. Gonzalez	Mileage Reimbursement	CEEWD	332
88309	6/16/08	Next Day Printed Tees	Custom-Printed Shirts, CPK	CEEWD	1,540
88405	6/17/08	Jamie E. DeFrance	Refund, Class Cancellation	CEEWD	20
88405	6/17/08	Raymund C. DeLaCruz	Refund, Class Cancellation	CEEWD	40
88407	6/17/08	Silvia Varela	Refund, Class Cancellation	CEEWD	75
88408	6/17/08	Keri Pierce	Refund, Class Cancellation	CEEWD	21
88268	6/11/2008	Office Depot Business Services Division	Office Supplies	Child Development Center	725
87907	5/28/08	Gal's	Law Enforcement Uniform	College Police	100
87908	5/28/08	Gal's	Law Enforcement Supplies	College Police	359
88004	6/2/2008	Motorola	Astro Digital Portable Radios	College Police	9,115
88005	6/2/2008	EPA K-9 & Investigative Services	Security Guard Services	College Police	2,820
88085	6/3/2008	CCUG	Membership	College Police	50
88134	6/3/2008	Phoenix Group	Citation Rolls	College Police	2,068
88140	6/3/2008	Clancy	Citations and Envelopes	College Police	3,984
88212	6/10/2008	EPA K-9 & Investigative Services	Security Guard Services	College Police	2,792
88230	6/10/2008	Pasadena City College	Conference Registration Fee	College Police	76
87953	5/29/08	Dell Marketing LP.	Toner Cartridges	Community & Media Relations	855
87959	5/29/08	Finest City Broadcasting Inc	Radio Advertising	Community & Media Relations	3,000
87961	5/29/08	Durra Ink	Printing, Commencement Programs	Community & Media Relations	5,011
87962	5/29/08	Broadcast Company of the Americas	Radio Advertising	Community & Media Relations	3,000
87963	5/29/08	Sir Speedy	Display Advertising	Community & Media Relations	150
87964	5/29/08	Durra Ink	Printing, SODA Program	Community & Media Relations	3,933
87955	5/29/08	The Filipino Press	Display Advertising	Community & Media Relations	1,100
87956	5/29/08	Asia the Journal of Culture	Display Advertising	Community & Media Relations	400
87957	5/29/08	San Diego Voice & Viewpoint	Display Advertising	Community & Media Relations	550
87968	5/29/08	Union Tribune	Display Advertising	Community & Media Relations	5,662
88246	6/11/2008	Office Depot Business Services Division	Office Supplies	Community & Media Relations	83
88410	6/17/08	Sir Speedy	Printing, Brochures	Community & Media Relations	171
88411	6/17/08	Chula Vista Photo Studio	Photos & Frames	Community & Media Relations	879
88415	6/17/08	Cal-West Awards	Retirement Plaques	Community & Media Relations	120
81368	6/17/08	Cox Media	Advertising	Community & Media Relations	14,998
87892	5/28/08	Datalabel, Inc.	Consulting Services	Computer Systems & Services	2,375
87894	5/28/08	Sirsi Dynix Corporation	Consulting Services	Computer Systems & Services	2,500
87940	5/29/08	Dell Marketing LP.	Laptop Computer	Computer Systems & Services	1,108
87997	6/2/2008	Cathi Johnson	Expense Reimbursement	Continuing Education	42
87998	6/2/2008	Marcello Nicoletti	Expense Reimbursement	Continuing Education	40
87999	6/2/2008	Keri Pierce	Expense Reimbursement	Continuing Education	21
88082	6/3/2008	Cathi Johnson	Expense Reimbursement	Continuing Education	252
88083	6/3/2008	Wilsie Giudice	Expense Reimbursement	Continuing Education	85
88159	6/4/2008	Blatchley P. Harkenrider	Expense Reimbursement	Continuing Education	35
88168	6/4/2008	Silvia Varela	Expense Reimbursement	Continuing Education	75
88169	6/4/2008	Christian L. Salgado	Expense Reimbursement	Continuing Education	70
88244	6/11/2008	Free Form Clay & Supply	Mix Clay	Continuing Education	470
88259	6/11/2008	Dick Blick Holdings	Supplies for College for Kids	Continuing Education	38
88279	6/12/2008	Office Depot Business Services Division	Office Supplies	Continuing Education	282
88018	6/2/2008	Sylvia A. Felan-Gonzales	Expense Reimbursement	Counseling	870
88021	6/2/2008	SWC Cafeteria	Business Related/Expense	Counseling	380
88039	6/2/2008	Americas Printer	Printing Services	Counseling	269
88133	6/3/2008	Louis and Company	Maintenance Supplies	Counseling	101
87987	6/2/2008	Sallrite Enterprise	Books	Crown Cove Aquatic Center	115
88107	6/3/2008	Port Supply	Auto Parts and Supplies	Crown Cove Aquatic Center	234
87881	5/28/08	Waxie Sanitary Supply	Janitorial Supplies	Custodial	3,535
88374	6/17/08	Waxie Sanitary Supply	Custodial Supplies	Custodial	6,421
88122	6/3/2008	Harcourt Assessment Inc	Educational Supplies	Disability Support Services	1,866
88131	6/3/2008	CDW-G	Computer Peripherals	Disability Support Services	250
88147	6/4/2008	Sherilyn Salahuddin	Travel Reimbursement	Disability Support Services	20
88282	6/12/2008	Optelec Us Inc	Assistive Technology	Disability Support Services	3,059
88283	6/12/2008	A. T. Kratter & Company	Magnifier Scanner Reader	Disability Support Services	2,579
88381	6/17/08	LRP Publications	Subscription	Disability Support Services	225
88376	6/17/08	Costco Wholesale	SRP Supplies	EOPS	500



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88377	6/17/08	Costco Wholesale	SRP Supplies	EOPS	200
88378	6/17/08	Costco Wholesale	SRP Supplies	EOPS	800
88027	6/2/2008	Dell Marketing L.P.	Toner, Cartridges	Evaluations	426
88198	6/5/2008	Office Depot Business Services Division	Office Supplies	Evaluations	305
88303	6/12/2008	Spectra	Office Supplies	Evaluations	40
88117	6/3/2008	Allied Waste Serv. #509	Dumpsters for Concert	Facilities	625
87913	5/28/08	Dixieline Lumber Company	Lumber	Facilities Development	820
87919	5/28/08	Dixieline Lumber Company	Lumber	Facilities Development	449
87938	5/28/08	Paul Schubert Painting Inc	Painting Services, Bldg. 105	Facilities Development	2,850
88065	6/2/2008	Sehl Computer Products Inc	Computer Peripherals	Facilities Development	214
88182	6/4/2008	Sign Diego	Signage/Higher Education Center	Facilities Development	1,558
88222	6/10/2008	Fastenal Company	Tools and Supplies	Facilities Development	394
88262	6/11/2008	Palmer Projection Services	Furnish and Install Cabling & Connectors	Facilities Development	8,396
88291	6/12/2008	Palmer Projection Services	Install Cabling and Connectors	Facilities Development	1,957
88298	6/12/2008	Home Depot	Materials for Lattice Repair	Facilities Development	172
88300	6/12/2008	Alcatraz Lock & Key	Lock and Key Services	Facilities Development	750
88393	6/17/08	A1 Quality Blinds	Window Blinds	Facilities Development	960
88396	6/17/08	Ninyo & Moore	Geotechnical Testing, Perimeter Road	Facilities Development	11,287
88013	6/2/2008	Western Rim Constructors Inc	Construction Payment #11 Fire Safety	Facilities Development / Prop. AA	192,240
88014	6/2/2008	Construction Testing & Engineering	Materials Inspection of Equipment/	Facilities Development / Prop. AA	1,584
88016	6/2/2008	Gilbane Building Company	Construction Management Services	Facilities Development / Prop. AA	21,423
88017	6/2/2008	SGPA Architecture & Planning	Construction Administration San Ysidro	Facilities Development / Prop. AA	1,728
88078	6/3/2008	SGPA Architecture & Planning	Engineering Services	Facilities Development / Prop. AA	4,900
88079	6/3/2008	LPA	Construction Administration 800/850	Facilities Development / Prop. AA	6,790
88086	6/3/2008	Paradise Painting	Prime and Paint Lattice Bldg. 390	Facilities Development / Prop. AA	2,670
88127	6/3/2008	Solttek Pacific	Construction Payment #10 800/850	Facilities Development / Prop. AA	34,003
88136	6/3/2008	Intra Link Communications Inc	Reinstall Connectors	Facilities Development / Prop. AA	1,139
88137	6/3/2008	Intra Link Communications Inc	Replace Fiber Network	Facilities Development / Prop. AA	9,389
88141	6/3/2008	Astro Mechanical Contractors Inc	Air Grills and Drops	Facilities Development / Prop. AA	3,786
88163	6/4/2008	State Consulting & Inspection Servi	Inspection of Record for San Ysidro	Facilities Development/Prop AA	11,760
88236	6/10/2008	First Regional Bank	Retention Payment #6 for 800/850	Facilities Development/Prop AA	3,778
88237	6/10/2008	Gilbane Building Company	Construction Management Services	Facilities Development/Prop AA	21,423
88295	6/12/2008	SWC General Fund	Payroll	Facilities Development/Prop AA	9,880
88296	6/12/2008	SWC General Fund	Payroll	Facilities Development/Prop AA	111
88397	6/17/08	Geo Tek Insite Inc	Inspection Services, Perimeter Road	Facilities Development/Prop AA	12,800
88413	6/17/08	Western Rim Constructors Inc	Construction Payment, Perimeter Road	Facilities Development/Prop AA	217,344
88414	6/17/08	Ensley Electric Inc	Communications Cabling Relocation	Facilities Development/Prop AA	7,102
87898	5/28/08	Jaynes Corporation of California	Construction Payment, HEC-SY	Facilities Development/Prop. AA	211,988
87899	5/28/08	AT&T/MCI	Phone Charges, SY Const. Trailer	Facilities Development/Prop. AA	102
88254	6/11/2008	National School District	Bus Transportation Services	Family Resource Center	74
88304	6/12/2008	Greiner	Fire Extinguishers	Family Resource Center	696
87952	5/29/08	ECO Imaging Systems	Toner Cartridges	Financial Aid	242
87957	5/29/08	SWC Student FAF	Institutional Liabilities, PELL	Financial Aid	428
88009	6/2/2008	Wells Fargo	Institutional Liability	Financial Aid	100
88010	6/2/2008	Citibank	Institutional Liability	Financial Aid	81
88011	6/2/2008	Wells Fargo	Institutional Liability	Financial Aid	122
88012	6/2/2008	Citibank	Institutional Liability/Testing	Financial Aid	42
88044	6/2/2008	SWC Student FAF	Institutional Liability	Financial Aid	1,217
88045	6/2/2008	SWC Student FAF	Institutional Liability	Financial Aid	835
88049	6/2/2008	Frank Jonasson	Consultant	Financial Aid	3,000
88242	6/10/2008	SWC CAL STUD AID COM	Overpayment/Liabilities	Financial Aid	2,781
88250	6/11/2008	SWC Student FAF	Institutional Liability	Financial Aid	4,932
88059	6/2/2008	Rutan & Tucker LLP	Legal Services	Fiscal Affairs	7,556
87886	5/28/08	Global Equipment Company	Storage Files	Fiscal Services	1,174
87969	5/29/08	SWC General Fund	"A"-Tax Setup / Reimbursement	Fiscal Services	164
87970	5/29/08	SWC General Fund	"A"-Tax Setup / Reimbursement	Fiscal Services	17
87971	5/29/08	SWC General Fund	"A"-Tax Setup / Reimbursement	Fiscal Services	357
88016	6/2/2008	Foundation for California Community	EOPS 08/07 Discretionary Cost Limit	Fiscal Services	3,972
88228	6/10/2008	SWC Campus Store	Cotop Allocation	Fiscal Services	373
88229	6/10/2008	SWC Student Services	Cotop Allocation	Fiscal Services	579
88382	6/17/08	SWC General Fund	Fund Reimbursement, Supplies	Fiscal Services	135
88383	6/17/08	SWC General Fund	Fund Reimbursement, Supplies	Fiscal Services	86
88384	6/17/08	SWC General Fund	"A"-Tax Setup/Reimbursement	Fiscal Services	154
88385	6/17/08	SWC General Fund	"A"-Tax Setup/Reimbursement	Fiscal Services	250
88420	6/17/08	SWC Campus Store	Loomis Charges	Fiscal Services	1,573
88421	6/17/08	SWC General Fund	"A"-Tax Setup	Fiscal Services	136
88379	6/17/08	SWC General Fund	Fund Reimbursement, LPA	Fiscal Services/Prop AA	6,780
88380	6/17/08	SWC General Fund	Fund Reimbursement, LPA	Fiscal Services/Prop AA	6,662
88381	6/17/08	SWC General Fund	Fund Reimbursement, Solttek	Fiscal Services/Prop AA	11,451
87871	5/27/08	Jean Roesch	Travel Reimbursement	Governing Board	685
88164	6/4/2008	Teresa P. Valladolid	Mileage Reimbursement	Governing Board	56
88166	6/4/2008	Yolanda Salcido	Mileage Reimbursement	Governing Board	51
88247	6/11/2008	Teresa P. Valladolid	Expense Reimbursement	Governing Board	7
87924	5/28/08	Ebba G. Brown	Travel Reimbursement	Grants	4
88167	6/4/2008	Laura Villarreal	Mileage Reimbursement	Grants	9
88138	6/3/2008	Home Depot	Supplies for Grounds	Grounds	480
88139	6/3/2008	Lowe's	Supplies for Grounds	Grounds	216
88297	6/12/2008	Home Depot	Grounds Supplies	Grounds	49
88400	6/17/08	Mr. Fence	Fence Installation	Grounds	5,293
88402	6/17/08	Lowe's	Grounds Materials	Grounds	56
87904	5/28/08	General Injectables & Vaccines Inc	Safety Supplies	Health Services	76
87905	5/28/08	Channing L. Bete Co Inc	Healthcare Products	Health Services	174
87921	5/28/08	Edwards Cameron Medical Supply	Healthcare Products	Health Services	569

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87947	5/29/08	Vaxserve Inc	Healthcare Products	Health Services	457
87880	5/28/08	Southland Technology	Computer Components	HEC at National City	314
87915	5/28/08	More Direct Inc	Computer Components	HEC at National City	220
81363	5/29/08	WestAir Gases	Specialty Gases	HEC at National City	300
88025	6/2/2008	VWR International	Scientific Supplies	HEC at National City	242
88095	6/3/2008	United Cleaners Supply Inc	Janitorial Supplies	HEC at National City	434
88096	6/3/2008	Ward's Natural Science, Inc.	Educational Supplies	HEC at National City	157
88116	6/3/2008	Home Depot	Fiberglass Ladder	HEC at National City	91
88160	6/4/2008	Office Depot Business Services Division	Office Supplies	HEC at National City	15
88178	6/4/2008	Office Depot Business Services Division	Office Supplies	HEC at National City	1,385
88216	6/10/2008	Healthfirst Corporation	Medical Supplies	HEC at National City	426
88261	6/11/2008	B & H Photo Video, Inc.	Nikon Digital Camera with Lens	HEC at National City	787
87882	5/28/08	Medical Education Technologies Inc	Conference Registration	HEC at Olaj Mesa	760
87902	5/28/08	Films Media Group	Training Videos	HEC at Olaj Mesa	300
87903	5/28/08	Insight Media	Educational Videos	HEC at Olaj Mesa	1,190
87906	5/28/08	Gall's	Megaphone	HEC at Olaj Mesa	259
87912	5/28/08	Laerdal Medical Corp.	Medical Simulators & Manikins	HEC at Olaj Mesa	3,988
87933	5/29/08	Armstrong Medical Industries Inc.	Medical Manikin	HEC at Olaj Mesa	694
87944	5/29/08	Pocket Nurse Enterprises	Nursing Equipment	HEC at Olaj Mesa	1,170
87945	5/29/08	Nimco, Inc	Human Skeleton	HEC at Olaj Mesa	370
87946	5/29/08	Medical Equipment Affiliates	Medical Training Supplies	HEC at Olaj Mesa	471
87956	5/29/08	J.J. Keller & Assoc., Inc.	Emergency Response Guide	HEC at Olaj Mesa	210
87983	6/2/2008	Demco Inc.	Office Supplies	HEC at Olaj Mesa	83
87984	6/2/2008	Milton Associates	Promotional Supplies	HEC at Olaj Mesa	160
87985	6/2/2008	K-Log	Furniture	HEC at Olaj Mesa	833
87986	6/2/2008	Fire Etc	Fire Extinguishers	HEC at Olaj Mesa	352
87989	6/2/2008	Manuel I. Daleon	Expense Reimbursement	HEC at Olaj Mesa	100
87990	6/2/2008	Ben C. Pfeiffer	Expense Reimbursement	HEC at Olaj Mesa	100
87991	6/2/2008	Nicholas J. Shoemaker	Expense Reimbursement	HEC at Olaj Mesa	100
87992	6/2/2008	Jesus Herrera	Expense Reimbursement	HEC at Olaj Mesa	100
87993	6/2/2008	Marcus Williams	Expense Reimbursement	HEC at Olaj Mesa	100
88026	6/2/2008	Meadows Medical Supply	Simple Suzie Manikin	HEC at Olaj Mesa	681
88030	6/2/2008	Moore Medical Corp.	Medical Supplies	HEC at Olaj Mesa	1,487
88070	6/3/2008	James D. Brown	Nursing Scholarship Recipient	HEC at Olaj Mesa	200
88071	6/3/2008	Christine A. Corotan	Nursing Scholarship Recipient	HEC at Olaj Mesa	200
88072	6/3/2008	Dawn M. Driscoll	Nursing Scholarship Recipient	HEC at Olaj Mesa	200
88073	6/3/2008	Soojin Kim	Nursing Scholarship Recipient	HEC at Olaj Mesa	200
88074	6/3/2008	Luis Velasco	Nursing Scholarship Recipient	HEC at Olaj Mesa	200
88075	6/3/2008	Yvette Mesa	Nursing Scholarship Recipient	HEC at Olaj Mesa	500
88076	6/3/2008	Catherine K. Yamashiro	Nursing Scholarship Recipient	HEC at Olaj Mesa	500
88118	6/3/2008	Nurses Station	Medical Supplies	HEC at Olaj Mesa	1,576
88145	6/3/2008	Casa Familiar	Rent	HEC at Olaj Mesa	1,183
88161	6/4/2008	Office Depot Business Services Division	Office Supplies	HEC at Olaj Mesa	16
88194	6/5/2008	Office Depot Business Services Division	Office Supplies	HEC at Olaj Mesa	596
88195	6/5/2008	Office Depot Business Services Division	Office Supplies	HEC at Olaj Mesa	268
88204	6/5/2008	CPS Security Solutions	Security Guard Services	HEC at Olaj Mesa	4,916
88205	6/5/2008	CPS Security Solutions	Security Guard Services	HEC at Olaj Mesa	7,352
88225	6/10/2008	Pocket Nurse Enterprises	Medical Supplies	HEC at Olaj Mesa	84
88226	6/10/2008	Cine-Med, Inc.	Video Supplies	HEC at Olaj Mesa	635
88245	6/11/2008	Laura O. Arana	Mileage Reimbursement	HEC at Olaj Mesa	30
88274	6/12/2008	Diana H. Hernandez	Mileage Reimbursement	HEC at Olaj Mesa	100
88275	6/12/2008	Maria D. Martinez	Mileage Reimbursement	HEC at Olaj Mesa	41
88276	6/12/2008	Angelica L. Suarez	Mileage Reimbursement	HEC at Olaj Mesa	91
88278	6/12/2008	Campus Cards by Lois Gamiel	PVC Poly Cards with Magnetic Strips	HEC at Olaj Mesa	1,099
88281	6/12/2008	Whitaker Brothers Business Machine	Office Equipment	HEC at Olaj Mesa	1,172
88285	6/12/2008	Learning Resources International	Video Supplies	HEC at Olaj Mesa	553
88289	6/12/2008	Ardus Medical Inc	Medical Equipment	HEC at Olaj Mesa	3,744
88302	6/12/2008	Spectra	Office Supplies	HEC at Olaj Mesa	65
88367	6/17/08	Office Depot Business Services Division	Office Supplies	HEC at Olaj Mesa	213
88395	6/17/08	CPS Security Solutions	Security Services	HEC at Olaj Mesa	4,727
88419	6/17/08	Union Tribune	Subscription	HEC at Olaj Mesa	196
87929	5/29/08	Pattii J. Blevins	Travel Reimbursement	Human Resources	16
88020	6/2/2008	Jobelephant.Com Inc	Advertising Services	Human Resources	1,665
88154	6/4/2008	George Kozlitz	Expense Reimbursement	Human Resources	388
88173	6/4/2008	Jackie L. Osborne	Travel Reimbursement	Human Resources	16
88176	6/4/2008	Jackie L. Osborne	Travel Reimbursement	Human Resources	110
88207	6/5/2008	Michael R. Kerns	Travel Reimbursement	Human Resources	56
88306	6/12/2008	Liebert Cassidy Whitmore	Books	Human Resources	135
88201	6/5/2008	Datatel, Inc.	Conference Registration Fee	Instructional Support Services	675
88202	6/5/2008	Datatel, Inc.	Conference Registration Fee	Instructional Support Services	450
88087	6/3/2008	Southland Technology	Computer Peripherals	Instructional Technology Support	1,238
88111	6/3/2008	More Direct Inc	Computer Peripherals	Instructional Technology Support	585
88114	6/3/2008	Home Depot	Portable Wet/Dry Vac and Supplies	Instructional Technology Support	264
88156	6/4/2008	Seht Computer Products Inc	Computer Peripherals	Instructional Technology Support	1,900
88235	6/10/2008	Software Spectrum, Inc.	Computer Software	Instructional Technology Support	320
88390	6/17/08	Hobsons, Inc.	Recruitment Advertising	International Programs	7,500
B1364	5/29/08	Mellano & Company	Horticulture Supplies	Landscape & Nursery Technology	49
88022	6/2/2008	Nolo	Books	Library	6
88055	6/2/2008	Community College League of Ca	Subscription Electric Database	Library	7,750
88243	6/11/2008	Ronald W. Vess	Mileage Reimbursement	Library	40
88266	6/11/2008	Nolo	Books	Library	99
88267	6/11/2008	Amazon.Com Credit	Books	Library	1,719
88399	6/17/08	West Group	Publications	Library	71

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88403	6/17/08	Coutts Information Services	Library Books	Library	1,283
88404	6/17/08	Thomson Gale	Library Books	Library	508
88409	6/17/08	EBSCO Industries Inc.	Subscription	Library	531
87879	5/28/08	Synergy Telcom, Inc.	Telephones	Maintenance	7,430
87883	5/28/08	Quality Floors by George	Flooring Tile Replacement	Maintenance	735
87885	5/28/08	Home Depot	Maintenance Supplies	Maintenance	275
87917	5/28/08	Marco Company	Maintenance Supplies	Maintenance	185
87926	5/29/08	Granger	Maintenance Supplies	Maintenance	67
87928	5/29/08	Vinyard Doors, Inc.	Replacement Window Shutters	Maintenance	1,920
87935	5/29/08	California Electric Supply	Electrical Components	Maintenance	2,245
87936	5/29/08	California Electric Supply	Electrical Components	Maintenance	2,441
87972	5/29/08	Mc Master-Carr Supply Company	Maintenance Equipment	Maintenance	224
87973	5/29/08	C & C Glass Inc.	Window Replacement, Library	Maintenance	1,094
87980	6/2/2008	Virco Manufacturing Corp	Furniture	Maintenance	14,510
87994	6/2/2008	Home Depot	Supplies for Maintenance	Maintenance	375
88008	6/2/2008	Regency Lighting	Electrical Supplies	Maintenance	1,870
88043	6/2/2008	Floyd & Howerton Plumbing Inc.	Plumbing Services	Maintenance	2,836
88050	6/2/2008	Alcatraz Lock & Key	Locksmith Services	Maintenance	1,000
88057	6/2/2008	Chula Vista Alarm Co	Alarm System	Maintenance	200
88058	6/2/2008	Floyd & Howerton Plumbing Inc.	Repair Broken Gas Pipe	Maintenance	277
88098	6/3/2008	Resner Builders Hardware Inc	Steel Door with Window	Maintenance	789
88099	6/3/2008	Communication Wiring Specialists	Installation of Voice Feed Cable	Maintenance	2,770
88101	6/3/2008	Clark Security Products, Inc.	Lock and Safety Supplies	Maintenance	118
88102	6/3/2008	J. A. Sexauer, Inc.	Plumbing Supplies	Maintenance	441
88103	6/3/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	105
88113	6/3/2008	Gravograph Inc	Desk Sign Holders	Maintenance	196
88119	6/3/2008	California Electric Supply	Electrical Equipment and Supplies	Maintenance	5,555
88142	6/3/2008	ERRECA'S Inc	Repair Sewer Pipe	Maintenance	4,963
88148	6/4/2008	California Electric Supply	Electrical Equipment and Supplies	Maintenance	3,235
88149	6/4/2008	Southland Technology	Lamps for Epson Projector	Maintenance	1,144
88171	6/4/2008	Stanley Access Tech Llc	Repair Auto Door	Maintenance	500
88184	6/5/2008	Astro Mechanical Contractors Inc	Repair Air Conditioning Units	Maintenance	1,737
88185	6/5/2008	California Comfort Systems Usa	Trouble Shoot Zone Box	Maintenance	223
88186	6/5/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	177
88188	6/5/2008	A-1 Golf Cars of Escondido, Inc.	Auto Parts and Supplies	Maintenance	85
88211	6/10/2008	MSC Industrial Supply	Welding Supplies	Maintenance	587
88234	6/10/2008	Parron Hall Corp.	Remodel Office	Maintenance	6,918
81365	6/10/08	Napa Auto Parts	Auto Parts and Supplies	Maintenance	2,000
81366	6/10/08	WestAir Gases and Equipment Inc	Gases	Maintenance	1,000
81367	6/10/08	Airgas West	Gases	Maintenance	2,000
88253	6/11/2008	Home Depot	Maintenance Supplies	Maintenance	494
88263	6/11/2008	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	293
88264	6/11/2008	Johnstone Supply	Water Regulating Valves	Maintenance	271
88280	6/12/2008	CAL/OSHA	Conveyance Elevators in National City	Maintenance	210
88290	6/12/2008	Western Pump Inc	Test Pump and Storage Tank	Maintenance	751
88301	6/12/2008	Snap-On Industrial	Tools and Supplies	Maintenance	39
88308	6/16/08	Hawthorne Machinery Co.	Heavy Equipment Parts	Maintenance	20
88310	6/16/08	Thyssenkrupp Elevator Corp	Elevator Repair	Maintenance	1,600
88313	6/16/08	Midway Jeep Chrysler	Automotive Repair Parts	Maintenance	486
88417	6/17/08	California Air Compressor	HVAC Equipment Supplies	Maintenance	226
88221	6/10/2008	Virco Manufacturing Corp	Furniture	MESA	3,733
88307	6/12/2008	K-Log	Furniture	MESA	4,214
88056	6/2/2008	Copy Link, Inc.	Staples	Office Support Services	267
88227	6/10/2008	Xerox Corporation	Office Supplies	Office Support Services	221
88386	6/17/08	Office Depot Business Services Division	Office Supplies	Office Support Services	71
87887	5/28/08	CV Graphics and Printing	Printing Services, Newsletter	Outreach	1,595
87888	5/28/08	Point Loma Nazarene University	College Expo	Outreach	1,500
87923	5/28/08	Apple Computer, Inc.	Computer & Peripherals	Outreach	3,101
87996	6/2/2008	SWC Cafeteria	Business Related/Expense	Outreach	699
88123	6/3/2008	Sweetwater Union High School District	Bus Services	Outreach	1,327
88175	6/4/2008	Fernando A. Poveda	Mileage Reimbursement	Outreach	235
88255	6/11/2008	CV Graphics and Printing	Printing Services	Outreach	116
88292	6/12/2008	Sweetwater Union High School District	Bus Services	Outreach	318
88294	6/12/2008	Sweetwater Union High School District	Bus Services	Outreach	1,307
88034	6/2/2008	Lori A. Gorton	Mileage Reimbursement	Payroll	57
88048	6/2/2008	Pacificare Behavioral Health	EAP Billing for June	Payroll	1,105
88051	6/2/2008	California Schools Dental Coalition	Delta Dental Coalition	Payroll	750,584
88314	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88315	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88317	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88318	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88319	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88320	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88321	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88322	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88323	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88324	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88325	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88326	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88327	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88328	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88329	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109
88330	6/17/08	Retired Employee	Medical Reimbursement	Payroll	109

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88331	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88332	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88333	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88334	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88335	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88336	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88337	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88338	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88339	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88340	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88341	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88342	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88343	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88344	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88345	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88346	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88347	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88348	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88349	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88350	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88351	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88352	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88353	6/17/08	Retired Employee	Medical Reimbursement	Payroll	250
88354	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88355	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88356	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88357	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88358	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88359	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88360	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88361	6/17/08	Retired Employee	Medical Reimbursement	Payroll	500
88362	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88363	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88364	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88365	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88366	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88367	6/17/08	Retired Employee	Medical Reimbursement	Payroll	578
88368	6/17/08	Retired Employee	Medical Reimbursement	Payroll	17
88369	6/17/08	Retired Employee	Medical Reimbursement	Payroll	116
88370	6/17/08	Retired Employee	Medical Reimbursement	Payroll	340
88371	6/17/08	Retired Employee	Medical Reimbursement	Payroll	1,732
88372	6/17/08	Retired Employee	Medical Reimbursement	Payroll	1,806
88373	6/17/08	Retired Employee	Medical Reimbursement	Payroll	2,326
88412	6/17/08	Diamond Fitness Systems	Athletic Equipment Maintenance	Physical Education	5,875
87988	6/2/2008	North Star Graphics	Police Patrol Vehicle Graphics Kit	Police Academy	828
88210	6/10/2008	Hurst Chemical Company	Print Shop Equipment and Supplies	Print Shop	5,309
87909	5/28/08	The Printers Shopper LLC	Printing Supplies	Printshop	332
87910	5/28/08	Reynolds Graphic Arts Corp.	Printing Supplies	Printshop	360
87918	5/28/08	Presstek Inc.	Printing Supplies	Printshop	144
88418	6/17/08	Unisource	Paper	Printshop	588
87934	5/28/08	Copy Link, Inc.	Toner Cartridges	Purchasing	86
88124	6/3/2008	Office Depot Business Services Division	Hon Storage Cabinet	Purchasing	310
88135	6/3/2008	Staples Credit Plan	Office Supplies	Purchasing	59
88240	6/10/2008	Staples Credit Plan	Office Supplies	Purchasing	16
88249	6/11/2008	Complete Office	Office Supplies	Purchasing	95
88287	6/12/2008	Complete Office	Office Supplies	Purchasing	226
88288	6/12/2008	Office Depot Business Services Division	Office Supplies	Purchasing	73
88394	6/17/08	Southland Envelope	Custom-Printed Envelopes	Purchasing	124
88401	6/17/08	United Parcel Service	Parcel Services	Purchasing	22
88002	6/2/2008	Keenan and Associates	Claim Administrative	Risk Management	3,583
88038	6/2/2008	Employment Development Department	Unemployment Insurance	Risk Management	12,040
88265	6/11/2008	Sharp Rees Stealy Medical Ctrs	Medical Services	Risk Management	172
88000	6/2/2008	Jose A. Ibarra	Business Related/Expense	ROP	64
88001	6/2/2008	Jorge Y. Nava	Business Related/Expense	ROP	40
88089	6/3/2008	Economy Printing	Printing Services	ROP	533
88189	6/5/2008	Ault & Associates	Amisco Manual Surgery Table	ROP	7,534
88219	6/10/2008	Genuine Parts Company	Auto Parts and Supplies	ROP	3,671
88220	6/10/2008	Praxair Distribution Inc	Welding Supplies	ROP	3,127
88232	6/10/2008	Allied Exhaust Systems	Auto Parts and Supplies	ROP	1,713
88252	6/11/2008	Max G. Branscomb, II	Expense Reimbursement	SAC	26
88031	6/2/2008	H.M. Pitt Labs, Inc.	Testing Services	Safety	475
88066	6/3/2008	Pacific Ergonomics	Ergonomic Furniture	Safety	113
88105	6/3/2008	Humanscale	Freedom Task Chair	Safety	619
88170	6/4/2008	Debbie P. Trujillo	Travel Reimbursement	SBDIC	607
87870	5/27/08	Carole E. Eklund	Travel Reimbursement	SBDIC	16
87690	5/28/08	Raphael's Party Rentals	Table Rental	SBDIC	55
87920	5/28/08	MCPc	Toner Cartridges	SBDIC	226
88203	6/5/2008	Casa Del Taco	Business Related/Expense	SBDIC	439
88238	6/10/2008	Arrowhead	Business Related/Expense	SBDIC	95
88277	6/12/2008	Carolyn Wiley	Mileage Reimbursement	SBDIC	4
88375	6/17/08	Ashburn Law Office APC	Consulting Services	SBDIC	23
87866	5/27/08	Pamela S. Solis	Travel Reimbursement	School of Applied Technology & Learning Assist.	41
87891	5/28/08	Autozone, Inc	Automotive Supplies	School of Applied Technology & Learning Assist.	391

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87939	5/29/08	More Direct Inc	Computer Components	School of Applied Technology & Learning Assist.	260
87942	5/29/08	Paul S. Azevedo	Expense Reimbursement	School of Applied Technology & Learning Assist.	46
87872	5/28/08	Pacific Pro Audio	Studio Microphones & Accessories	School of Arts & Communication	3,339
87878	5/28/08	RSPE Audio Solution Inc	Audio Compressor Limiter	School of Arts & Communication	3,364
87895	5/28/08	MCPc	Toner Cartridges	School of Arts & Communication	262
87897	5/28/08	Southland Technology	Audio Cables	School of Arts & Communication	1,122
87900	5/28/08	MCPc	Toner Cartridges	School of Arts & Communication	1,333
87901	5/28/08	Willy's Electronic Supply Co., Inc.	Audio Equipment Lamps	School of Arts & Communication	145
87911	5/28/08	San Diego Stage & Lighting	Theater Supplies	School of Arts & Communication	256
87914	5/28/08	3-D Stage Lighting	Lighting Supplies	School of Arts & Communication	144
87922	5/28/08	3-D Stage Lighting	Theater Equipment	School of Arts & Communication	2,681
87931	5/29/08	Apple Computer, Inc.	Computer Peripherals	School of Arts & Communication	869
87932	5/29/08	Unisource	Butcher Paper	School of Arts & Communication	172
87937	5/29/08	More Direct Inc	Audio System	School of Arts & Communication	321
87943	5/29/08	Diversified Imaging Supply	Photographic Supplies	School of Arts & Communication	81
87950	5/29/08	Freestyle Photographic Supplies	Photographic Supplies	School of Arts & Communication	968
87954	5/29/08	MCPc	Toner Cartridges	School of Arts & Communication	34
87955	5/29/08	CMI Moulding	Chipboard Paper	School of Arts & Communication	83
87958	5/29/08	Free Form Clay & Supply	Art Supplies	School of Arts & Communication	1,458
87974	5/29/08	Pacific Pro Audio	Voice Synthesizer	School of Arts & Communication	6,805
87975	5/29/08	Parron Hall Corp.	Modular Workstations	School of Arts & Communication	8,636
87976	5/29/08	RSPE Audio Solution Inc	Power Supply	School of Arts & Communication	773
87977	5/29/08	Pacific Pro Audio	Audio Cables	School of Arts & Communication	85
87981	6/2/2008	B & H Photo Video, Inc.	Photographic Supplies	School of Arts & Communication	165
88003	6/2/2008	RSPE Audio Solution Inc	Audio and Music Equipment	School of Arts & Communication	3,123
88006	6/2/2008	Willy's Electronic Supply Co., Inc.	Projector Lamps	School of Arts & Communication	90
88042	6/2/2008	Perry L. Vasquez	Expense Reimbursement	School of Arts & Communication	53
88046	6/2/2008	Sehl Computer Products Inc	Computer Peripherals	School of Arts & Communication	515
88084	6/3/2008	B & H Photo Video, Inc.	Nikon Camera Kit and Supplies	School of Arts & Communication	2,487
88093	6/3/2008	Crystal Productions	Video Supplies	School of Arts & Communication	75
88094	6/3/2008	Films Media Group	Video Supplies	School of Arts & Communication	424
88097	6/3/2008	Art World Video	Video Supplies	School of Arts & Communication	107
88104	6/3/2008	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Arts & Communication	69
88115	6/3/2008	Home Depot	Lumber	School of Arts & Communication	375
88120	6/3/2008	Rio Grande	Arts Supplies	School of Arts & Communication	352
88121	6/3/2008	Dick Blick Holdings	Arts Supplies	School of Arts & Communication	273
88132	6/3/2008	Guitar Center, Inc.	Musical Instruments	School of Arts & Communication	3,349
88180	6/4/2008	Mark E. Pentilescu	Expense Reimbursement	School of Arts & Communication	305
88209	6/5/2008	Advanced Web Offset Inc	Printing Services	School of Arts & Communication	2,931
88223	6/10/2008	The Tool Shack	Makita Drills	School of Arts & Communication	655
88224	6/10/2008	Unisource	Paper Supplies	School of Arts & Communication	57
88258	6/11/2008	Guitar Center, Inc.	Musical Instruments	School of Arts & Communication	2,149
88280	6/11/2008	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Arts & Communication	329
87916	5/28/08	Creation Engine, L.L.C.	Computer Software	School of Behavioral & Social Sciences	184
88422	6/17/08	Southland Technology	Computer Components	School of Behavioral & Social Sciences	810
88088	6/3/2008	Union Tribune	Subscription	School of Business & Information Systems	105
88090	6/3/2008	Matthew Bender & Company Inc	Books	School of Business & Information Systems	61
88091	6/3/2008	West Group	Books	School of Business & Information Systems	106
88092	6/3/2008	West Group	Books	School of Business & Information Systems	211
88144	6/3/2008	Luz M. Soler-McLain	Expense Reimbursement	School of Business & Information Systems	61
87930	5/28/08	Geary Hardwood Floor	Gymnasium Floor Refinishing	School of Health Exercise Science & Athletics	7,350
88392	6/17/08	Team Gear Embroidery	Athletic Uniforms	School of Health Exercise Science & Athletics	468
87979	6/2/2008	Sun Diego Charter	Charter Bus Services	School of Health Exercise Science & Athletics	5,336
88061	6/2/2008	Vince Miller	Officials Fee	School of Health Exercise Science & Athletics	220
88062	6/2/2008	Darren Alcalay	Officials Fee	School of Health Exercise Science & Athletics	220
88063	6/2/2008	Frank J. Alfano	Officials Fee	School of Health Exercise Science & Athletics	220
88106	6/3/2008	South Bay Window and Glass	Furnish and Install Sliding Window	School of Health Exercise Science & Athletics	159
88157	6/4/2008	Susan M. Reasons	Expense Reimbursement	School of Health Exercise Science & Athletics	79
88190	6/5/2008	Gopher Sports	Athletic Equipment and Supplies	School of Health Exercise Science & Athletics	2,250
88293	6/12/2008	Sweetwater Union High School District	Bus Services	School of Health Exercise Science & Athletics	515
88035	6/2/2008	Bertha R. Williams	Expense Reimbursement	School of Languages & Humanities	117
88036	6/2/2008	Jorge J. Perez	Expense Reimbursement	School of Languages & Humanities	231
88037	6/2/2008	Daniel L. Moody	Expense Reimbursement	School of Languages & Humanities	3
88183	6/4/2008	Rhonda K. Goodman	Travel Reimbursement	School of Languages & Humanities	100
87873	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87874	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87875	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87876	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	2,350
87877	5/28/08	Student Award	LIPP Foundation Scholarship	School of Math Science & Engineering	600
87889	5/28/08	Indian Hills Camp	Leadership Summit	School of Math Science & Engineering	3,789
87896	5/28/08	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Math Science & Engineering	187
87941	5/29/08	LI-COR Inc	Scientific Supplies	School of Math Science & Engineering	111
87948	5/29/08	Niles Biological Supply	Scientific Supplies	School of Math Science & Engineering	57
87949	5/29/08	Niles Biological Supply	Scientific Supplies	School of Math Science & Engineering	17
88060	6/2/2008	Rosana K. Padroza	Expense Reimbursement	School of Math Science & Engineering	48
88081	6/3/2008	Kathy Tyner	Expense Reimbursement	School of Math Science & Engineering	27
88108	6/3/2008	FAES	Scientific Supplies	School of Math Science & Engineering	80
88143	6/3/2008	Rosana K. Padroza	Expense Reimbursement	School of Math Science & Engineering	173
88155	6/4/2008	David R. Brown	Expense Reimbursement	School of Math Science & Engineering	944
88158	6/4/2008	Kathy Tyner	Expense Reimbursement	School of Math Science & Engineering	469
88165	6/4/2008	Southland Technology	Computers and Peripherals	School of Math Science & Engineering	10,562
88200	6/5/2008	Skillopath Seminars	Conference Registration Fee	School of Math Science & Engineering	374
88213	6/10/2008	David R. Brown	Expense Reimbursement	School of Math Science & Engineering	2,885

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88215	6/10/2008	R.J. Safety Supply Co.	Respirators	School of Math Science & Engineering	23
88217	6/10/2008	L-COR Inc	Scientific Supplies	School of Math Science & Engineering	2,189
88239	6/10/2008	Sonia Contreras	Consultant	School of Math Science & Engineering	6,000
88251	6/11/2008	Raga M. Bakhtel	Travel Reimbursement	School of Math Science & Engineering	900
88256	6/11/2008	Scale Inc	Consultant	School of Math Science & Engineering	2,300
88257	6/11/2008	SWC Foundation	Garden of Giving Endowment Scholarship	School of Math Science & Engineering	20,000
88266	6/12/2008	Home Science Tools	Educational Supplies	School of Math Science & Engineering	93
88288	6/22/2008	A&E Home Video	Video Supplies	School of Tech & Human Services	123
88029	6/22/2008	Crescent Eng'g, L.L.C.	Computer Software	School of Tech & Human Services	70
88067	6/3/2008	Irma Y. Gomez	Expense Reimbursement	School of Tech & Human Services	338
88068	6/3/2008	Erica J. Rodriguez	Expense Reimbursement	School of Tech & Human Services	88
88069	6/3/2008	Patricia M. Barlow	Expense Reimbursement	School of Tech & Human Services	98
88077	6/3/2008	David M. Preclado	Expense Reimbursement	School of Tech & Human Services	82
88100	6/3/2008	Harbor Freight	Auto Parts and Supplies	School of Tech & Human Services	467
88109	6/3/2008	Paul Ecke Ranch	Horticulture Supplies	School of Tech & Human Services	224
88110	6/3/2008	City Farmers Nursery	Horticulture Supplies	School of Tech & Human Services	96
88112	6/3/2008	MSC Industrial Supply	Auto Parts and Supplies	School of Tech & Human Services	975
88130	6/3/2008	Transistar Industries Inc	Auto Parts and Supplies	School of Tech & Human Services	1,156
88144	6/10/2008	Genuine Parts Company	Auto Parts and Supplies	School of Tech & Human Services	524
88177	6/10/2008	Office Depot Business Services Division	Office Supplies	School of Tech & Human Services	624
88233	6/10/2008	Gardners Supply Co.	Horticulture Supplies	School of Tech & Human Services	256
88241	6/10/2008	Southland Technology	Computer Peripherals	School of Tech & Human Services	397
88241	5/27/08	Jamies G. Schallin	Travel Reimbursement	SDCOC	62
87855	5/27/08	Rachel L. Fischer	Travel Reimbursement	SDCOC	53
87867	5/27/08	Timothy Warren	Travel Reimbursement	SDCOC	50
87868	5/27/08	Luz E. Velasco	Travel Reimbursement	SDCOC	50
87869	5/27/08	George L. Bonilla	Consultant	Staff Development	36
88174	6/4/2008	George L. Bonilla	Travel Reimbursement	Staff Development	1,125
88231	6/10/2008	Wahono (John) Widjaja	Consultant	Staff Development	1,125
88270	6/11/2008	George L. Bonilla	Travel Reimbursement	Staff Development	1,298
87922	6/12/2008	Cox Media	Advertising Services	Student Activities	3,408
88033	6/12/2008	SWC Campus Store	Express Mailing Services	Student Activities	18
88047	6/12/2008	SWC Campus Store	Personal Wellness Service Brochure	Student Activities	431
87844	5/28/08	State Information Group	Consulting Services	Student Affairs	24,360
88019	6/12/2008	SWC Catereria	Business Related/Expense	Student Affairs	169
88032	6/12/2008	Pasadena City College	Conference Registration Fee	Student Affairs	38
88248	6/11/2008	Michelle M. Dawson	Travel Reimbursement	Student Employment Services	6
87925	5/29/08	Office Depot Business Services Division	Office Supplies	Superintendent/President	1,907
87951	5/29/08	Garcia Calderon & Ruiz LLP	Legal Services	Superintendent/President	14,050
87955	6/2/2008	SWC Catereria	Business Related/Expense	Transfer Center	440
88129	6/3/2008	SWC Campus Store	Bookstore Merchandise	Various	7,619
88181	6/4/2008	Office Depot Business Services Division	Office Supplies	Various	868
88193	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	156
88196	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	220
88197	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	379
88199	6/5/2008	Office Depot Business Services Division	Office Supplies	Various	1,150
88218	6/10/2008	Genuine Parts Company	Auto Parts and Supplies	Various	2,391
88269	6/11/2008	Office Depot Business Services Division	Office Supplies	Various	587
88284	6/12/2008	Affaire	Office Supplies	Various	597
88389	6/17/08	Office Depot Business Services Division	Office Supplies	Various	319
88389	6/17/08	Office Depot Business Services Division	Office Supplies	Various	407
88172	6/4/2008	More Direct Inc	Computer Peripherals	Vocational Ed	100
87960	5/29/08	Void	Void	Void	-
88179	6/4/2008	Void	Void	Void	-
88208	6/5/2008	Void	Void	Void	-
88316	6/17/08	Void	Void	Void	-
88191	6/5/2008	IPS	VTFA Forms	VTFA	1,699
88040	6/22/08	WestAir Gases and Equipment Inc	Gases	Warehouse	429
88041	6/22/2008	Advantage Business Equipment	Repair Time Stamper	Warehouse	98
88128	6/3/2008	Mitz Communications	Repair Radio	Warehouse	87
88187	6/5/2008	ECCO Imaging Systems	Toner Cartridges	Warehouse	1,878

## ITEM #11

July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

FROM: <sup>Rke</sup> Raj K. Chopra, Ph.D.  
Superintendent/President

PREPARED BY: Michael Kerns <sup>MK</sup>  
Acting Vice President for Human Resources

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SUBJECT: California School Employees' Association's Request to Negotiate

OVERVIEW

The California School Employees' Association (C.S.E.A.) wishes to "sunshine" its initial proposal in order to commence negotiations with the Southwestern Community College District on a successor bargaining agreement.

ANALYSIS

In order to comply with Government Code Section 3547, C.S.E.A. is required to "sunshine" its initial negotiation proposal.

RECOMMENDATION

Public Hearing on the California School Employees' Association's Initial Proposal for a Successor Negotiations [Government Code Section 3547(a)].

MK/pjb



**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND  
ITS CHAPTER #524'S INITIAL PROPOSALS TO  
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT FOR  
SUCCESSOR NEGOTIATIONS**

Pursuant to the Educational Employment Relations Act (EERA) and Article XXII: *Terms* of the current collective bargaining agreement between the Southwestern Community College District and the California School Employees Association, and its Chapter #524, we submit our initial proposals to meet and negotiate regarding successor negotiations with the District. CSEA proposes that all portions of the current Agreement remain in full force and effect, except for the following:

**ARTICLE VII: PAY AND ALLOWANCES**

Provide for general on-schedule salary increases for all classifications and provide for additional step(s) to the salary schedule.

Provide for updated and improved minimum pay increase for promotions.

Provide for bilingual compensation which may include, but not limited to updated and improved language for Additional Compensation.

Provide for new, updated and/or improved language whereby an employee's actual anniversary date is used and credited for the purposes of pay increases and all other benefits and privileges.

**ARTICLE IX: HEALTH AND WELFARE BENEFITS**

District shall absorb any increase in the health plans, including any increases in premiums for the term of the agreement.

**ARTICLE XII: LEAVES**

Provide for updated and improved bereavement leave language.

**ARTICLE XIII: TRANSFERS**

Provide for updated and improved language in all matters of transfers, including lateral transfers to include but not limited to bumping rights and first considerations.

**ARTICLE XXI: NEGOTIATIONS**

Update and improve language including, but not limited to that for 2008, 2009 and 2010; the issues of compensation, fringe benefits and three (3) additional Articles shall be subject to re-opening negotiations for each contract year. Article XXII: Terms, is not subject to be reopened for the life of this contract.

**ARTICLE XXII: TERMS**

Provide for updated language including but not limited to that the Agreement shall remain in full force and effect up to and including the length of term negotiated between CSEA and Southwestern Community College District and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing by the designated time negotiated between CSEA and Southwestern Community College District of its request to modify, amend or terminate the Agreement.

CSEA and its Chapter #524 reserves the right to add to, modify, change and/or delete proposals during the bargaining process.

## ITEM #12 B

# HUMAN RESOURCES ACADEMIC TRANSACTIONS

## July 9, 2008

### 1. ADJUSTMENT OF INITIAL PLACEMENT FOR ACADEMIC EMPLOYEES

The following academic employees have submitted official documents for verification of education and experience, thereby qualifying for adjustment of initial salary placement pursuant to the SCEA Contract, Article VII, effective as indicated:

Instructor	Mos.	Class/ Step	Annual Salary	Class/ To Step	Annual Salary	Overload Schedule	Effective
Nothing to report this month.							

### 2. RECLASSIFICATION OF ACADEMIC EMPLOYEES

The following academic employees have submitted official documents for verification of education and experience, thereby qualifying for salary reclassification pursuant to the SCEA Contract, Article VII, effective as indicated:

Instructor	Mos.	Class/ Step	Annual Salary	Class/ To Step	Annual Salary	Overload Schedule	Effective
Nothing to report this month.							

### 3. MINIMUM QUALIFICATIONS EQUIVALENCY

In accordance with District Policy No. 5317, "Minimum Qualifications Equivalency," the following academic employees have been granted equivalency:

Name	Discipline
Nothing to report this month.	

### 4. STIPENDS

#### 4a. CONTRACTUAL STIPENDS

Notification of stipends, pursuant to the SCEA Contract, for the following academic employees:

Name	Description	Amount	Duration
Adriel Ademís	Club Advisor (Child Development)	\$1,250.00	1/23/08-5/23/08
Asher Allan	Club Advisor (Paka)	\$1,250.00	1/23/08-5/23/08
Esther Alonso	Club Advisor (Spanish/English)	\$625.00	1/23/08-5/23/08
Guillermo Alvarez	Club Advisor (WAR)	\$1,250.00	1/23/08-5/23/08
Jonathan Atwater	Club Advisor (Biology)	\$625.00	1/23/08-5/23/08
Paul Azevedo	Department Chair (AJ, EMT & Fire Science)	\$2,973.08	7/1/08-6/30/09
Randy Beach	Department Chair (English)	\$5,946.15	7/1/08-6/30/09
Maya Bloch	Club Advisor (IVCF)	\$625.00	1/23/08-5/23/08
Luis Bohorquez	Club Advisor (Telemedia/Film)	\$625.00	1/23/08-5/23/08
Max Branscomb	Club Advisor (Optimist)	\$1,250.00	1/23/08-5/23/08
Corey Breininger	Department Chair (Applied Technologies)	\$2,858.10	7/1/08-6/30/09
Susan Brenner	Department Chair (Reading)	\$2,973.08	7/1/08-6/30/09
Erin Browder	Department Chair (Behavioral Sciences)	\$4,459.61	7/1/08-6/30/09
David Brown	Club Advisor (Chemistry)	\$1,250.00	1/23/08-5/23/08
Fred Chambers	Club Advisor (Pre Health)	\$1,250.00	1/23/08-5/23/08
Maria Constein	Department Chair (DSS)	\$2,973.08	7/1/08-6/30/09
*John Cosentino	Department Chair (Exercise Science)	\$2,973.08	7/1/08-6/30/09
Cliff DePeralta	Club Advisor (Surf)	\$625.00	1/23/08-5/23/08
Heather Eudy	Club Advisor (Other Writers Gu)	\$1,250.00	1/23/08-5/23/08

Philip Farquharson	Club Advisor (Earth Science)	\$625.00	1/23/08-5/23/08
Sylvia Felan-Gonzales	Club Advisor (Puente)	\$625.00	1/23/08-5/23/08
Richard Fielding	Department Chair (Mathematics)	\$5,946.15	7/1/08-6/30/09
Scott Finn	Department Chair (Counseling & Personal Dev)	\$2,973.08	7/1/08-6/30/09
Scott Finn	Club Advisor (CAFÉ)	\$1,250.00	1/23/08-5/23/08
David Flint	Club Advisor (Sailing)	\$1,250.00	1/23/08-5/23/08
Leslynn Gallo	Department Chair (Child Development)	\$2,973.08	7/1/08-6/30/09
Joy Guerrero-Reyes	Club Advisor (A.B.L.E.)	\$1,250.00	1/23/08-5/23/08
Linda Hensley	Department Chair (Communication)	\$2,858.10	7/1/08-6/30/09
Peter Herrera	Club Advisor (SHPE)	\$625.00	1/23/08-5/23/08
Kimberly Hiatt	Club Advisor (Buddah)	\$1,250.00	1/23/08-5/23/08
Michael Higgins	Club Advisor (MSA)	\$625.00	1/23/08-5/23/08
Nicole Holbrook	Club Advisor (Outrigger)	\$1,250.00	1/23/08-5/23/08
Stanley James	Department Chair (Social Sci & Cultural Studies)	\$2,973.08	7/1/08-6/30/09
Alex Juden	Club Advisor (SHPE)	\$625.00	1/23/08-5/23/08
*Walter Justice	Department Chair (Health)	\$2,973.08	7/1/08-6/30/09
Tinh-Alfredo Khuong	Department Chair (Physical Sciences)	\$2,858.10	7/1/08-6/30/09
Tinh-Alfredo Khuong	Club Advisor (IVCF)	\$625.00	1/23/08-5/23/08
John Lewis	Club Advisor (Clay)	\$1,250.00	1/23/08-5/23/08
Mary Livingston	Department Chair (Nursing)	\$2,973.08	7/1/08-6/30/09
Mary Livingston	Club Advisor (ADN 2008)	\$1,250.00	1/23/08-5/23/08
Philip Lopez	Club Advisor (Puente)	\$625.00	1/23/08-5/23/08
Victoria Lopez	Department Chair (Accounting & Bus. Adm.)	\$2,973.08	7/1/08-6/30/09
Victoria Lopez	Club Advisor (SPA)	\$1,250.00	1/23/08-5/23/08
Linda Luckas	Club Advisor (Dental Hygiene)	\$1,250.00	1/23/08-5/23/08
Tom Luibel	Department Chair (CIS & Electronics)	\$4,146.98	7/1/08-6/30/09
Andrew MacNeill	Department Chair (ESL)	\$2,973.08	7/1/08-6/30/09
Danielle McAneney	Club Advisor (GSA)	\$1,250.00	1/23/08-5/23/08
Danielle McAneney	Club Advisor (Psi Beta)	\$1,250.00	1/23/08-5/23/08
Linda McDonald	Club Advisor (ADN 2009)	\$1,250.00	1/23/08-5/23/08
Shery Medler	Department Chair (Life Science)	\$2,973.08	7/1/08-6/30/09
Cecilia Medina	Club Advisor (EOPS)	\$1,250.00	1/23/08-5/23/08
Christine Moore	Club Advisor (MECha)	\$1,250.00	1/23/08-5/23/08
Jeff Nevin	Department Chair (Performing Arts)	\$2,973.08	7/1/08-6/30/09
Alejandro Orozco	Department Chair (Humanities)	\$2,973.08	7/1/08-6/30/09
Gabriella Penaloza	Club Advisor (LVN)	\$625.00	1/23/08-5/23/08
Mark Pentilescu	Club Advisor (PAC)	\$1,250.00	1/23/08-5/23/08
James Ramos	Club Advisor (Surf)	\$625.00	1/23/08-5/23/08
Surangi Ranasinghe	Club Advisor (Listos)	\$1,250.00	1/23/08-5/23/08
Thomas Rogo	Club Advisor (Architecture)	\$1,250.00	1/23/08-5/23/08
Laura Ryan	Club Advisor (History)	\$1,250.00	1/23/08-5/23/08
Laura Ryan	Club Advisor (Folk Jag)	\$1,250.00	1/23/08-5/23/08
Michael Schnorr	Club Advisor (MSA)	\$625.00	1/23/08-5/23/08
Susan Schoenrock	Club Advisor (LVN)	\$625.00	1/23/08-5/23/08
Ed Selby	Club Advisor (NAO)	\$1,250.00	1/23/08-5/23/08
Elizabeth Sisco	Department Chair (Visual Arts)	\$4,459.61	7/1/08-6/30/09
Mark Sisson	Club Advisor (Tele/Film)	\$625.00	1/23/08-5/23/08
John Smith	Club Advisor (GORI)	\$1,250.00	1/23/08-5/23/08
Luz Soler-Mcelwain	Department Chair (Office Info Systems)	\$2,973.08	7/1/08-6/30/09
Todd Stands	Club Advisor (Photo)	\$1,250.00	1/23/08-5/23/08
Art Stone	Club Advisor (Judo)	\$1,250.00	1/23/08-5/23/08
John Tolli	Club Advisor (Biology)	\$625.00	1/23/08-5/23/08
Ron Vess	Department Chair (AIS-Library)	\$2,764.65	7/1/08-6/30/09
Marie Vicario	Club Advisor (Environmental Tech.)	\$1,250.00	1/23/08-5/23/08
John Warriner	Drama Performance	\$50.00	1/14/08-5/23/08

Janelle Williams	Club Advisor (African American)	\$1,250.00	1/23/08-5/23/08
Anne Wolf	Club Advisor (Jewelry & Mental Arts)	\$1,250.00	1/23/08-5/23/08
Margarita Wulftange	Club Advisor (Spanish/English)	\$625.00	1/23/08-5/23/08
Carole Ziegler	Club Advisor (Earth Science)	\$625.00	1/23/08-5/23/08

\*Correction on Stipend

4b. NON-CONTRACTUAL STIPENDS – PROJECT/GRANT FUNDED

Notification of project/grant funded stipends for the following academic employees:

Name	Description	Amount	Duration
Mark Baza	Curriculum Developer	\$2,000.00	7/10/08-6/30/09
George Bonilla	Faculty Trainer and Mentor	\$4,000.00	8/18/08-5/22/09
David Brown	Bridging Community College Chemistry Faculty	\$12,000.00	7/1/08-9/30/10
David Brown	GIS Project Evaluator	\$1,200.00	5/15/08-6/30/08
V. Coffeen McEvoy	Curriculum Development	\$800.00	7/10/08-6/30/09
Michelle Dawson	Internship Developer	\$1,000.00	8/18/08-5/22/09
Nancy Fredericks	Course & Program Developer/SLO	\$1,000.00	7/10/08-6/30/09
Scott Finn	Project Director for Tech Prep	\$12,000.00	7/1/08-6/30/09
Allison Green	Associate Outreach Instructor	\$11,060.00	6/12/08-6/30/08
Maria Guerrero	Program Review Coordinator	\$675.00	7/1/08-6/30/09
Holly Hidingier	Curriculum Developer	\$600.00	7/10/08-6/30/09
Kathy McClelland	Program Review Coordinator	\$1,500.00	7/10/08-6/30/09
Sara Polcynski	Course & Program Developer/SLO	\$600.00	7/10/08-6/30/09
Sandra Romero	Medop Assistant Program Coordinator	\$1,500.00	7/10/08-6/30/09
Sandra Sands	Internship Developer	\$10,000.00	7/10/08-6/30/09
Kenneth Yanow	Project Principal Investigator GIS	\$1,847.93	5/15/08-6/30/08
Irina Weisbalt	Logistics Program Coordinator	\$750.00	7/10/08-6/30/09

4c. NON-CONTRACTUAL STIPENDS – DISTRICT FUNDED

Request approval of stipends for the following academic employees:

Name	Description	Amount	Duration
John Rieder	Adjunct Writing Center Coordinator	\$2,592.00	8/18/08-12/19/08
*Dan Moody	Faculty Handbook Editor	\$7,630.89	7/10/08-8/14/08
James Henry	Recording Studio Preparation	\$5,529.30	7/10/08-8/14/08

\*Vice President for Academic Affairs adjusted workload and increased stipend amount.

5. **REASSIGNED TIME**

5a. CONTRACTUAL REASSIGNED TIME

Notification of reassigned time, pursuant to the SCEA Contract, for the following academic employees:

Name	Description	FTE	Duration
Paul Azevedo	Department Chair (AJ, EMT & Fire Science)	0.40	7/1/08-6/30/09
Randy Beach	Department Chair (English)	0.80	7/1/08-6/30/09
Corey Breininger	Department Chair (Applied Technologies)	0.40	7/1/08-6/30/09
Susan Brenner	Department Chair (Reading)	0.40	7/1/08-6/30/09
Erin Browder	Department Chair (Behavioral Sciences)	0.60	7/1/08-6/30/09
Maria Constein	Department Chair (DSS)	0.40	7/1/08-6/30/09
Richard Fielding	Department Chair (Mathematics)	0.80	7/1/08-6/30/09
Scott Finn	Department Chair (Counseling & Personal Dev)	0.40	7/1/08-6/30/09

Leslynn Gallo	Department Chair (Child Development)	0.40	7/1/08-6/30/09
Shannon Gracey	SCEA Secretary	0.20	8/14/08-5/27/09
Linda Hensley	Department Chair (Communication)	0.40	7/1/08-6/30/09
Tinh-Alfredo Khuong	Department Chair (Physical Sciences)	0.40	7/1/08-6/30/09
Stanley James	Department Chair (Social Sci & Cultural Studies)	0.40	7/1/08-6/30/09
Mary Livingston	Department Chair (Nursing)	0.40	7/1/08-6/30/09
Victoria Lopez	Department Chair (Accounting & Bus. Adm.)	0.40	7/1/08-6/30/09
Tom Luibel	Department Chair (CIS & Electronics)	0.60	7/1/08-6/30/09
Andrew MacNeill	Department Chair (ESL)	0.40	7/1/08-6/30/09
Shery Medler	Department Chair (Life Science)	0.40	7/1/08-6/30/09
Jeff Nevin	Department Chair (Performing Arts)	0.40	7/1/08-6/30/09
Alejandro Orozco	Department Chair (Humanities)	0.40	7/1/08-6/30/09
Elizabeth Sisco	Department Chair (Visual Arts)	0.60	7/1/08-6/30/09
Luz Soler-McElwain	Department Chair (Office Info Systems)	0.40	7/1/08-6/30/09
Ron Vess	Department Chair (AIS-Library)	0.40	7/1/08-6/30/09

**5b. NON-CONTRACTUAL REASSIGNED TIME – PROJECT/GRANT FUNDED**

Notification of reassigned time for the following academic employees:

Name	Description	FTE	Duration
Jonathan Atwater	Summer Biotechnology Leadership Institute	0.20	6/12/08-6/30/08
Nouna Bakhiet	Principal Investigator for BETSI II Project	0.25	6/12/08-6/30/10
Kathy Parrish	SDICCCA Internship Program Coordinator	0.20	8/20/07-5/23/08
John Toli	Bridges to the Future Coordinator	0.20	8/20/07-12/19/07

**5c. NON-CONTRACTUAL REASSIGNED TIME – DISTRICT FUNDED**

Request approval of reassigned time for the following academic employees:

Name	Description	FTE	Duration
Randy Beach	STEP Coordinator	0.20	8/18/08-12/19/08
Dagmar Fields	Writing Center Lead Coordinator	0.40	8/18/08-12/19/08
Tracy Schaelen	Writing Center Workshop Coordinator	0.20	8/18/08-12/19/08
Susan Yonker	Online Writing Lab Coordinator	0.20	8/18/08-12/19/08

**6. STIPENDS - RATIFICATION**

**6a. NON-CONTRACTUAL STIPENDS – DISTRICT FUNDED**

Request approval of stipends for the following academic employees in which the request was received in Human Resources after Governing Board meeting agenda enclosure deadlines:

Name	Description	Amount	Duration
Beth Gray	Dental Hygiene Clinic Coordinator	\$840.00	1/14/08-5/22/08
Kesa Hopkins	Dental Hygiene Clinic Coordinator	\$952.70	1/14/08-5/22/08

# ITEM #13 E

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### Short-Term, Non-Academic Hourlies

Notification for the following Short-Term, Non-Academic Hourly assignments for grants and/or contracts which were previously approved by the Governing Board.

2007-08

Human Resources

July 9, 2008

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Banks, Gabriela	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Candino, Erik	Intern	MSE	\$500.00 stipend	06/12/08-06/30/08
Castro, Eli	Intern	MSE	\$500.00 stipend	06/21/08-06/30/08
Cortes, Miguel	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Gomez, Jorge	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Kelliher, Jennifer	Intern	MSE	\$500.00 stipend	06/01/08-06/30/08
Leon, Luis	Intern	MSE	\$500.00 stipend	06/12/08-06/30/08
Medina Perez, Rafael	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Montoya, Alejandro	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Montoya, Sergio	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Mott, Sean	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Oliver, Eric	Intern	MSE	\$2,000.00 stipend	06/09/08-06/30/08
Valdez, David	Intern	MSE	\$500.00 stipend	06/22/08-06/30/08
Zuniga, Victor	Intern	MSE	\$2,000.00 stipend	06/04/08-06/30/08

# SWC 9-10-11 Month Contract Employee

Ratification of Classified contract employees with additional hourly assignment.

2007-08

Human Resources

July 9, 2008

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Essex, George	Ceramics Technician	Arts & Comm	\$27.96	05/01/08-06/30/08

**Short-Term, Non-Academic Hourlies  
Notification of Emergency Hires**

Pursuant to Education Code §70902 (d), notification of emergency assignments which will provide support of student instruction.

**2007-08**

**Human Resources**

**July 9, 2008**

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Abrego, Ana	CFK Instructional Aide	Continuing Education	\$11.00	06/23/08-06/30/08
Flores, Eric	CFK Instructional Aide	Continuing Education	\$11.00	06/23/08-06/30/08
Hutchins, Shawna (LOA-M. Bernal)*	ILT – Chemistry	MSE	\$23.26	06/16/08-06/30/08
Tomlinson, Shannon (LOA-B. Hampson)*	ILT – Biology	MSE	\$19.53	06/12/08-06/30/08
McCulloch, Brad	Tutor	Outreach	\$13.00	06/23/08-06/30/08
Smith-Diaz, Eduardo	Tutor	Outreach	\$13.00	06/23/08-06/30/08

\*Denotes notification of appointment of substitute assignments for the following employees.

# ITEM #13 F

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# Short-Term, Non-Academic Hourlies

2008-09

Human Resources

July 9, 2008

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Castro, Lupe	Registration Asst	Adm & Rec	\$17.14	11/10/08-01/29/09
Castro, Lupe	Registration Asst	Adm & Rec	\$17.14	05/04/09-06/29/09
Field, Susan	Registration Asst	Adm & Rec	\$10.00	11/12/08-12/19/08
Field, Susan	Registration Asst	Adm & Rec	\$10.00	01/02/09-02/06/09
Field, Susan	Registration Asst	Adm & Rec	\$10.00	05/05/09-06/30/09
Pierotti, Daniel	Registration Asst	Adm & Rec	\$11.50	08/04/08-09/04/08
Pierotti, Daniel	Registration Asst	Adm & Rec	\$11.50	01/05/09-02/13/09
Pierotti, Daniel	Registration Asst	Adm & Rec	\$11.50	06/01/09-06/11/09
Ritchie, Lillian	Registration Asst	Adm & Rec	\$15.92	11/10/08-12/18/08
Ritchie, Lillian	Registration Asst	Adm & Rec	\$15.92	01/05/09-02/06/09
Ritchie, Lillian	Registration Asst	Adm & Rec	\$15.92	05/04/09-06/30/09
Seeley, Carla	Registration Asst	Adm & Rec	\$17.14	11/17/08-12/19/08
Seeley, Carla	Registration Asst	Adm & Rec	\$17.14	01/06/09-01/30/09
Seeley, Carla	Registration Asst	Adm & Rec	\$17.14	05/12/09-06/12/09
Mungia, Eduardo	LNT Inst. Lab Tech	Applied Tech & Learn Asst	\$17.46	07/10/08-09/30/08
Vasquez, Jose Luis	Hrly Tool Room Attendant	Applied Tech & Learn Asst	\$14.00	07/10/08-08/07/08
Williamson, Todd	Hrly Online Support Asst	Applied Tech & Learn Asst	\$14.96	07/10/08-09/30/08
Bartak, Fiona	Clerical Assistant II	Arts & Comm	\$13.22	07/10/08-09/30/08
Gandara, Sonia	Office Hourly-Clerical	Arts & Comm	\$12.83	07/10/08-09/30/08
Gibson, Marianne	ROP Project Hourly	Arts & Comm	\$17.14	07/10/08-09/30/08
Larson, Ryan	Theater Aide Technician	Arts & Comm	\$12.83	07/10/08-06/30/09
Onwuchekwa, Sophia	Office Hourly-Clerical	Arts & Comm	\$12.83	07/10/08-09/30/08
Wilson, Cynthia	Hrly Clerical Asst II	Arts & Comm	\$13.22	07/10/08-06/19/08
Zwierski, Sarah	Box Office Hrly	Arts & Comm	\$12.83	10/07/08-12/14/08
Zwierski, Sarah	Box Office Hrly	Arts & Comm	\$12.83	03/16/09-05/17/09
Aguila, Maria	ASC-PSP Tutor	ASC	\$12.50	08/04/08-06/30/09
Aguila, Maria	ASC Tutor	ASC	\$12.50	08/04/08-06/30/09
Gianino, Mark	ASC Tutor	ASC	\$12.50	08/01/08-06/30/09
Marquez, Jesus	ASC Tutor	ASC	\$9.00	08/01/08-06/30/09
Parker, Thomas	ASC Tutor	ASC	\$9.00	08/01/08-06/30/09
Burgess, Keith	Instructional Assistant	Bus & Info Systems	\$16.00	07/11/08-09/30/08
Gibson, Marianne	Instructional Assistant	Bus & Info Systems	\$17.14	08/18/08-09/30/08
Haro, Rosita	Instructional Assistant I-BII	Bus & Info Systems	\$16.03	08/18/08-09/30/08
Rodriguez, Sara	Instructional Assistant	Bus & Info Systems	\$16.00	08/18/08-09/30/08
Taft, Dawn	Hrly Student Employment Specialist	CalWORKs	\$26.88	07/10/08-12/19/08
Abeyta, Melissa	Public Information Intern	Comm & Media Relations	\$15.00	07/10/08-10/10/08
Adair, Joel	Hourly Custodian	Custodial	\$13.22	07/10/08-09/30/08

Brooks, Alex	Hourly Custodian	Custodial	\$13.22	07/10/08-09/30/08
Davalos, Hector	Cashier-Temporary	Fiscal Ser/Cashier's Office	\$8.00	08/11/08-09/03/08
Davalos, Hector	Cashier-Temporary	Fiscal Ser/Cashier's Office	\$8.00	12/15/08-12/18/08
Davalos, Hector	Cashier-Temporary	Fiscal Ser/Cashier's Office	\$8.00	01/05/09-01/23/09
Davalos, Hector	Cashier-Temporary	Fiscal Ser/Cashier's Office	\$8.00	05/25/09-05/28/09
Davalos, Hector	Cashier-Temporary	Fiscal Ser/Cashier's Office	\$8.00	06/15/09-06/18/09
Cevantes, Priscilla	Hrly Food Service Worker	Food Services	\$11.34	08/18/08-09/30/08
Gonzalez, Gabriela	Hrly Food Service Worker	Food Services	\$12.67	08/18/08-09/30/08
Gutierrez, Monica	Hrly Food Service Worker	Food Services	\$12.67	08/18/08-09/30/08
Poot, Arturo	Hrly Food Service Worker	Food Services	\$12.98	08/18/08-09/30/08
Ramirez, Maria	Hrly Food Service Worker	Food Services	\$12.67	08/18/08-09/30/08
Rojo, Cecilia	Food Service Worker	Food Services	\$12.67	08/18/08-09/30/08
Romero, Lupe	Food Service Worker	Food Services	\$12.67	08/18/08-09/30/08
Tarango, Maria	Hrly Food Service Worker	Food Services	\$12.67	08/18/08-09/30/08
Villegas, Estella	Hrly Food Service Worker	Food Services	\$11.34	08/18/08-09/30/08
Zepeda, Elvelia	Hrly Food Service Worker	Food Services	\$11.62	08/18/08-09/30/08
DeBry, Wes	Teaching Assistant	HEC-Otay Mesa/EMT Prog	\$15.00	07/10/08-06/30/09
Kuhlow, Duane	Teaching Assistant	HEC-Otay Mesa/EMT Prog	\$15.00	07/10/08-06/30/09
Lopez, Blake	Teaching Assistant	HEC-Otay Mesa/EMT Prog	\$15.00	07/10/08-06/30/09
McQueens, Raymond	Teaching Assistant	HEC-Otay Mesa/EMT Prog	\$15.00	07/10/08-06/30/09
Moreno, Andres	Teaching Assistant	HEC-Otay Mesa/EMT Prog	\$15.00	07/10/08-06/30/09
Schaefer, William	Instructor Aide	HESA	\$20.00	08/18/08-06/30/09
Flores, Ruel	Instructional Assistant II	Languages	\$14.33	08/18/08-09/30/08
Weaver, Michele	ESL Tutor Trainer	Languages	\$1,500.00 stipend	07/10/08-08/15/08
Flores, Carlos	General Maintenance	Maintenance	\$13.22	07/10/08-12/31/08
Miranda, Florante	General Maint & Air Cond Tech Asst	Maintenance	\$18.50	07/10/08-09/30/08
Elyea, William	Maint, Fac, Hlth & Pub Safety Coord Asst	Maintenance/Risk Mgmt	\$18.00	07/10/08-09/30/08
Amezquita, Daniela	Intern	MSE	\$500.00 stipend	07/10/08-08/14/08
Cortes, Miguel	Intern	MSE	\$2,000.00 stipend	07/01/08-08/22/08
Nguyen, Hien	Hrly Clerical Asst II	OSS	\$14.77	07/10/08-09/30/08
Bolen, William	ROP Lab Assistant/ Surg Tec.	ROP	\$20.00	08/18/08-12/19/08
Hernandez, Rosalinda	Hourly Project ROP Clerk	ROP	\$13.66	07/10/08-06/30/09
Martinez, Sylvia	Hourly Clerical Aide II	Student Affairs	\$13.82	08/15/08-09/30/08

### Short-Term, Non-Academic Hourlies

Notification for the following Short-Term, Non-Academic Hourly assignments for grants and/or contracts which were previously approved by the Governing Board.

2008-09

Human Resources

July 9, 2008

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Banks, Gabriela	Intern	MSE	\$2,000.00 stipend	07/01/08-08/22/08
Cancino, Erik	Intern	MSE	\$500.00 stipend	07/01/08-08/22/08
Castro, Eli	Intern	MSE	\$500.00 stipend	07/01/08-08/08/08
Gomez, Jorge	Intern	MSE	\$2,000.00 stipend	07/01/08-08/22/08
Keiher, Jennifer	Intern	MSE	\$500.00 stipend	07/01/08-08/09/08
Leon, Luis	Intern	MSE	\$500.00 stipend	07/01/08-08/30/08
Medina Perez, Rafael	Intern	MSE	\$2,000.00 stipend	07/01/08-08/18/08
Montoya, Alejandro	Intern	MSE	\$2,000.00 stipend	07/01/08-08/18/08
Montoya, Sergio	Intern	MSE	\$2,000.00 stipend	07/01/08-08/18/08
Mott, Sean	Intern	MSE	\$2,000.00 stipend	07/01/08-08/18/08
Oliver, Eric	Intern	MSE	\$2,000.00 stipend	07/01/08-08/22/08
Valdez, David	Intern	MSE	\$500.00 stipend	07/01/08-08/14/08
Zuniga, Victor	Intern	MSE	\$2,000.00 stipend	07/01/08-08/22/08

## Substituting for Classified Employees

Notification of appointment of substitute assignments for the following employees.

2008-09

Human Resources

July 9, 2008

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/ SCHOOL</u>	<u>REASON FOR VACANCY</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Mungia, Eduardo	ILT – LNT	Applied Tech & Learn Asst	Vacancy	\$17.46	07/10/08-06/30/08
Nguyen, Hien	OSS Technician	OSS	Vacancy	\$14.77	07/10/08-09/30/08
Nguyen, Hien	Word Processor	OSS	Vacancy	\$14.77	07/10/08-09/30/08



**Short-Term, Non-Academic Hourlies  
Notification of Emergency Hires**

Pursuant to Education Code §70902 (d), notification of emergency assignments which will provide support of student instruction.

**2008-09**

**Human Resources**

**July 9, 2008**

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Abrego, Ana	CFK Instructional Aide	Continuing Education	\$11.00	07/01/08-07/31/08
Flores, Eric	CFK Instructional Aide	Continuing Education	\$11.00	07/01/08-07/31/08
Ibarra, Reiko	CFK Instructional Aide	Continuing Education	\$11.00	07/01/08-07/31/08
Hutchins, Shawna (LOA-M. Bernal)*	ILT – Chemistry	MSE	\$23.26	07/01/08-08/14/08
Hutchins, Shawns	Intern	MSE	\$23.26	07/01/08-08/14/08
Tomlinson, Shannon (LOA-B. Hampson)*	ILT – Biology	MSE	\$19.53	07/01/08-06/30/09
McCulloch, Brad	Tutor	Outreach	\$13.00	07/01/08-08/15/08
Smith-Diaz, Eduardo	Tutor	Outreach	\$13.00	07/01/08-08/15/08

\*Denotes notification of appointment of substitute assignments for the following employees.

# ITEM #13 G

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**HUMAN RESOURCES CLASSIFIED TRANSACTIONS**  
**July 9, 2008**

1. CLASSIFIED EDUCATIONAL INCENTIVE PROGRAM

In accordance with District Policy No. 5233, "Educational Incentive," the following classified employees have qualified for salary advancement. Effective date of salary increase is July 01, 2008:

<u>Employee(s)</u>	<u>Range/ Step</u>	<u>Monthly Salary</u>	<u>To</u>	<u>Range/ Step</u>	<u>Monthly Salary</u>
Brian Ebalo	17-1	\$3,350.00		18-1	\$3,434.00
----- Gonzalo Quintero	25-2	\$4,246.00		26-2	\$4,352.00

# ITEM #14 B

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July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Thomas Beasley *TB*  
Acting Vice President for Business & Financial Affairs

INITIATED BY: John M. Wilson *JM*  
Senior Director of Business, Operations & Facilities Planning

SUBJECT: Five-Year Construction Plan 2010-2014

RECOMMENDATION

Approval of the District's Five-Year Construction Plan 2010-2014.

OVERVIEW

The District is required by Title 5 to annually submit a Five-Year Construction Plan. This plan is used in conjunction with the District's Education and Facilities Master Plan, to request state construction funds for projects.

FISCAL IMPACT/FUNDING SOURCE

No fiscal impact to the District.

JMW/lh

No.	Project	Occupancy	Source	Schedule of Funds					
				2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
	ASF	Total Cost							
1	OTAY MESA CTR - PH I								
0		2007/2008							
		\$3,033,000	State						
		\$25,700,000	NonState						
2	PERIMETER ROAD/FIRE LINE LIFE SA								
		2008/2009							
		\$1,883,000	State						
		\$6,102,000	NonState						
3	Music Buildings 800/850 Remodel								
1,961		2008/2009							
		\$3,005,000	State						
		\$3,537,000	NonState						
4	SAN YSIDRO EDUCATION CENTER								
6,640		2008/2009							
		\$9,242,950	NonState						
5	BUILDING 480 REMOVAL & REPLACEM								
		2009/2010		(P)(W)	(C)(E)				
		\$3,348,000	NonState	\$268,000	\$3,080,000				
6	PHOTOGRAPHY BUILDING 510 MDDE								
756		2010/2011		(C)(E)(P)(W)					
		\$1,236,000	State	\$1,236,000					
		\$1,236,000	NonState	\$1,236,000					
7	NATIONAL CITY CENTER - PH II								
10,000		2011/2012				(P)(W)	(C)(E)		
		\$17,715,000	NonState			\$1,171,000	\$16,544,000		
B	MODERNIZATION OF BUILDINGS 310,								
632		2011/2012			(C)(E)(P)(W)				
		\$2,416,000	State		\$2,416,000				
		\$2,415,000	NonState		\$2,415,000				
9	REMODEL OF 330, SCIENCE LABS. & B								
		2011/2012		(P)(W)	(C)	(E)			
		\$6,445,000	NonState	\$645,000	\$5,000,000	\$800,000			
10	CORNER PARCEL DEVELOPMENT								
141,000		2012/2013		(P)(W)	(C)	(E)			
		\$70,487,000	NonState	\$7,000,000	\$58,687,000	\$4,800,000			
11	REPLACEMENT OF DEVORE STADIUM								
12,000		2012/2013		(P)	(W)	(C)	(E)		
		\$8,595,000	NonState	\$380,000	\$480,000	\$6,635,000	\$1,100,000		
12	SYNTHETIC TURF, TRACK, TEAM RMS.								
4,800		2012/2013		(P)	(W)	(C)	(E)		
		\$11,231,000	NonState	\$510,000	\$620,000	\$9,901,000	\$200,000		
13	MAYAN HALL RENOVATION & ADA AC								
		2013/2014				(P)(W)	(C)	(E)	
		\$3,222,500	State			\$400,000	\$2,222,500	\$600,000	
		\$3,222,500	NonState			\$400,000	\$2,222,500	\$600,000	

No.	Project	Occupancy	ASF	Total Cost	Source	Schedule of Funds						
						2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
14	REMODEL OF 100 BUILDING				Southwestern College							
		2013/2014								(P)(W)	(C)(E)	
		\$5,370,000	NonState							\$530,000	\$4,840,000	
15	REMODEL OF CAFETERIA BUILDING 6				Southwestern College							
		2013/2014						(P)(W)	(C)	(E)		
		\$10,272,000	NonState					\$1,020,000	\$6,852,000	\$2,400,000		
16	NEW HORTICULTURE CLASSROOM BU				Southwestern College							
	600	2014/2015								(P)(W)	(C)	(E)
		\$1,256,000	NonState							\$125,000	\$931,000	\$200,000
17	OTAY MESA CENTER - PH II				Otay Mesa Higher Education Center							
	49,935	2014/2015								(P)(W)	(C)	(E)
		\$13,001,000	State							\$1,496,000	\$10,555,000	\$950,000
		\$12,525,000	NonState							\$1,021,000	\$10,554,000	\$950,000
18	NEW HIGHER ED. CTR. IN EASTERN &				Southwestern College							
	40,000	2015/2016								(L)	(P)(W)	(C)
		\$40,977,000	NonState							\$4,000,000	\$2,000,000	\$32,377,000

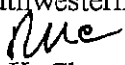
# ITEM #15 A




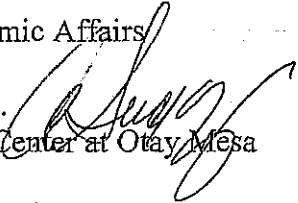
July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY:  Ron S. Dyste  
Vice President for Academic Affairs

INITIATED BY: Angelica L. Suarez, Ph.D.   
Dean, Higher Education Center at Otay Mesa

SUBJECT: Agreement with Casa Familiar, Inc.

RECOMMENDATION

Approve Agreement No. A2452.08 with Casa Familiar, Inc., for the lease of classroom facilities, for the period September 2 to December 11, 2008, inclusive, in an amount not to exceed \$5,000.

OVERVIEW

This lease agreement with Casa Familiar, Inc., a community service agency in San Ysidro, will allow the offering of instructional courses in the San Ysidro community during the construction of the new Higher Education Center at San Ysidro. The Center was closed for construction in Fall 2007, and will reopen for occupancy in Spring 2009. The facilities are being leased for \$877 per month, plus any additional personnel costs as billed by Casa Familiar, Inc.

FISCAL IMPACT/FUNDING SOURCE

Account No. 0-5110-718605-000

ALS:mb

## LEASE AGREEMENT

THIS AGREEMENT is and entered into this 9<sup>th</sup> day of July 2008, by and between Southwestern Community College District, hereinafter known as (SCCD), located at 900 Olay Lakes Road, Chula Vista, CA 91910-7299 and Casa Familiar, Inc., hereinafter known as (CASA), located at 119 West Hall Avenue, San Ysidro, CA, 92173.

SCCD and CASA agree as follows:

### ARTICLE I: THE PROJECT.

Southwestern Community College District will enter into agreement to lease space at the Casa Familiar Recreation Center (REC.2: Educational Laboratory) located at 268 West Park Avenue, San Ysidro, CA 92173. The agreement is for the Fall 2008 Semester from September 2, 2008 through December 11, 2008 for a total of four months.

### ARTICLE II: LEASE DETAILS.

Included in the fee calculation is:

1. Initial set-up of furnishings in the Education Laboratory per SCCD specifications.
2. Utilities.
3. Daily maintenance: removal of trash from trash receptacles, opening of center, and sweeping/mopping of floors.
4. Internet access/connection (cabled).

NOT included:

5. Additional Casa Familiar Staff time beyond CASA hours of operation.
6. Equipment. (i.e., printers, projectors, etc.)
7. Materials for classroom activities.

### ARTICLE III: FEES AND PAYMENT SCHEDULE.

SCCD agrees to lease Recreation Center at REC 2: Educational Laboratory which totals 877 square feet for a fee of \$1.00 per square foot, for a total of \$877 per month multiplied by the number of months defined in Article 1. SCCD shall have exclusive use of the leased areas during lease term.

The distribution of payments is scheduled as follows:

First lease instalment of \$877 US DOLLARS will be made at the beginning of September 2008; succeeding lease instalments in the amount of \$877 US DDLS will be made at the beginning of each month until the end of the lease agreement.

1. Additional CASA staff/personnel coverage that extends beyond CASA's normal hours of operations shall be charged at \$17 per hour per staff person.
2. If SCCD requires CASA to perform additional services not covered by this Agreement, the fee for such additional services shall be subject to a separate negotiation with at the time those services are requested.

#### **ARTICLE IV: APPLICATION AND PERMIT USE.**

1. The SCCD shall complete the attached Application and Permit use and agrees to the attached center Rules and Regulations (Attachment A.)

#### **ARTICLE V: MISCELLANEOUS PROVISIONS.**

1. The SCCD and CASA waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance.
2. Neither SCCD nor CASA shall assign, sublet or transfer their respective interests in the Agreement without written consent of the other.
3. Any questions in dispute under this Agreement may be submitted to arbitration in accordance with the provisions, then obtaining of The Standard Form of Arbitration Procedure of The American Arbitration Association.
4. **ARBITRATION.** In the event of a dispute between CASA and SCCD regarding the terms or performance of this Agreement, such dispute shall be settled by binding arbitration in San Diego California according to the rules of the American Arbitration Association for the settlement of commercial disputes, then in effect. The award or decision resulting here from shall be subject to immediate enforcement in a California court of competent jurisdiction.
5. **JURISDICTION / APPLICABLE LAW.** CASA and SCCD hereby submit to the jurisdiction of the courts of California USA for the enforcement of this Agreement or any arbitration award or decision arising herefrom. This Agreement shall be enforced or construed according to the laws of the State of California, USA **ATTORNEY'S FEES.** In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.
6. This is the entire Agreement between the parties, and there are no agreements to representations between the parties except as expressed herein.
7. This Agreement may be terminated by SCCD or CASA with at least thirty (30) days written notice, should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination, CASA shall be compensated for services performed and paid for reimbursable expenses incurred as of due date of termination.
8. Each party to this Agreement shall indemnify, defend and hold harmless the other party and its officers, agents and employees, against any and all claims, losses, damages, liabilities and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.

9. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

**ARTICLE VI: EXTENT OF AGREEMENT.**

1. This Agreement represents the entire and integrated agreement between SCCD and CASA and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both SCCD and CASA.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

\_\_\_\_\_  
Raj K. Chopra, Ph.D.  
Superintendent/President  
Southwestern Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrea Skorepa  
President & CEO  
Casa Familiar

\_\_\_\_\_  
Date

Originator: Dr. Angelica L. Suarez, Dean  
Higher Education Center at Otay Mesa

Budget No. 0-5110-718605-000

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning

Date: 6/11/08 A2452.08 LA



**CASA FAMILIAR CIVIC AND RECREATION CENTERS  
RULES AND REGULATIONS**

1. An application must be filed with the Casa Familiar Administration prior to use of the Civic and Recreation Centers.
2. The application must be made by the adult individual assuming the responsibility for the use of the Center. At all youth activities the adults signing the application must be present throughout the entire function.
3. Rental rates as outlined will apply.
4. If your group desires to use the Center outside of its normal hours of operation, special permission must be granted in advance of the activity. Rental rates have been established for staffing of a building at unscheduled hours.
5. The Administration must be given proper notice if your group should cancel its scheduled activity or make any changes that may affect this application. Failure to properly notify the Administration of cancellation 48 hours prior to the event may affect future usage.
6. Fund raising, promotional or commercial activities may be allowed if the program can be conducted without restriction of public use for an unreasonable period of time.
7. No public meeting or entertainment may be permitted to reflect in any way upon United States citizens because of their race, creed, color, sex, religion, national origin, age or mental or physical handicap.
8. No intoxicating beverages shall be introduced within the Civic and Recreation Center buildings.
9. Patrons will conduct themselves in an orderly, law-abiding manner that is reasonably expected for respectable citizens. Youth activities are to be adequately chaperoned by adults.
10. Each group shall assume the responsibility of leaving the facility and equipment in reasonable and clean condition. If damage occurs, those who apply for the use are responsible and must pay for repairs or replacement. If the building is found in poor condition upon entering, notify Casa Familiar Staff immediately or your group will be held responsible.
11. Any and all decorations, such as balloons or tape used to decorate, must be removed. If balloons set off the center alarm "after hours", the group/individual will be responsible for any fines/fees due to police being dispatched.
12. All setting up and taking down of tables and chairs will be done by the group using the facility, unless the set-up/cleaning fee has been paid in advance for audience or banquet style seating.
13. Casa Familiar Civic and Recreation Centers cannot be held responsible for property left in around the Centers.
14. Casa Familiar Civic and Recreation Centers activities may be scheduled requiring use of the facility previously scheduled by other groups. In this case, the other group will have to release the facility.
15. Maximum room capacity as determined by the Fire Marshall will not be exceeded.
16. As provided in the "authorized uses or stated purpose of use" provision of this lease, the property shall be used exclusively for the purpose specified. The premises shall not be utilized of the purpose of working or campaigning for the nomination or election to any public office be it partisan or nonpartisan, provided, however, that the lessee shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
17. Parking around the Casa Familiar Civic and Recreation Centers is at your own risk and the Permittee and their guests agree to hold Casa Familiar harmless.

## ITEM #15 B

July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Thomas Beasley *TB*  
Acting Vice President for Business & Financial Affairs

INITIATED BY: John M. Wilson *JM*  
Senior Director of Business, Operations & Facilities Planning

SUBJECT: Agreement with Lew Edward Group for Public Information Outreach

RECOMMENDATION

Approve Agreement No. A2473.08 with Lew Edward Group, to provide public information to the community related to District facility needs, for the period July 10 to August 5, 2008, inclusive, in an amount not to exceed \$20,000.

OVERVIEW

The District is considering a ballot measure for the November 2008 General Election. Part of this effort would be to inform the community of the critical facility needs. This effort will include non-partisan public information mailing related to programs and services provided by the District. In addition, public officials, public safety leaders, business stakeholders, tax payer advocates and our student leaders will be contacted to support this effort.

FISCAL IMPACT/FUNDING SOURCE

Account No. 3-6210-716120-000 (Redevelopment Funds)

JMW/lh

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
Independent Contractor Agreement**

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

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

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

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

NOW THEREFORE, the following is agreed:

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

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

See Attachment A

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## 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 \$ 20,000 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

## III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on July 10, 2008 and shall terminate on August 5, 2008.

## IV. CONFLICT OF INTEREST.

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

## V. INDEPENDENT CONTRACTOR.

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

## VI. TAXES.

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

## VII. MATERIALS.

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

## VIII. AUDIT AND INSPECTION OF RECORDS.

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

## IX. CONFIDENTIALITY AND USE OF INFORMATION.

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

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

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

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

XI. HOLD HARMLESS.

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

XII. TERMINATION.

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

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and

unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

### XIII. INSURANCE

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

### XIV. WORKER'S COMPENSATION INSURANCE.

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

### XV. WARRANTY AND ORIGINALITY.

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

### XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and

interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

#### 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 9<sup>th</sup> day of July 2008.

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

**INDEPENDENT CONTRACTOR**

Name: The Lew Edwards Group

SS#/Federal Tax ID: \_\_\_\_\_

Address: 5454 Broadway

City/State/Zip: Oakland, CA 94618

Telephone: 510-594-0224

Fax: 510-420-0734

Are you a District employee? ☐ Yes ☒ No

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

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

Signature: \_\_\_\_\_

Catherine Lew, President

Date: \_\_\_\_\_

**SOUTHWESTERN COMMUNITY  
COLLEGE DISTRICT**

Raj K. Chopra, Ph.D.  
Superintendent/President

900 Olay Lakes Road

Chula Vista, CA 91910-7299

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Originator:** John M. Wilson, Senior Director  
of Business, Operations & Facilities Planning

**Account No.:** 3-6210-716120-000  
(Redevelopment Funds)

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning

Date: 7/6/08 #A2473-08

**Attachment A**  
**July 9, 2008**  
**The Lew Edwards Group**

1. **Communications Updates to your Public (June, July and August).** As part of your Preparation effort, we must effectively convey to your community that a bond is essential to addressing critical needs at the College. Key messages will be identified and reinforced in the nonpartisan public information materials we will conceive on behalf of the District. We recommend three nonpartisan, informational update mailers to voters and electronic media if permitted within the District's planning budget.
2. **Identifying Messengers for External Outreach.** In most Districts, faculty members, local alumni, and the Superintendent/President, enjoy significant public credibility as potential messengers for a second bond measure. Supplementing internal stakeholders with external community messengers is an essential part of your strategy to update your community on your needs. In other Districts public safety leaders, business stakeholders, representatives of senior organizations, and taxpayer advocates have all been effective partners with a District in speaking about the needs.

As part of our preparation effort, our team will make recommendations to you about the external partners/messengers who should be engaged in your effort, and train them. We are pleased to present local expertise as part of this proposal, adding important value and local knowledge to this part of the program.

3. **Effective Presentation of Bond Proposal.** The Lew Edwards Group will oversee and coordinate the efforts of your pollster, legal counsel, and bond underwriter on the wording and presentation of Voter Handbook materials to ensure maximum support. As noted above, Catherine Lew, LEG's President/CEO, is a California attorney and enjoys a strong relationship with District and Bond Counsel in other districts, adding important value to the wording of all ballot materials.
4. **Coverage in your Local Media.** Effective, balanced and positive media coverage of your efforts is key.

# ITEM #15 C

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July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

APPROVED BY: <sup>pkc</sup>  
Raj K. Chopra, Ph.D.  
Superintendent/President

SUBMITTED BY: <sup>MSA</sup>  
Greg R. Sandoval  
Vice President for Student Affairs

SUBJECT: Agreement with CoBro Consulting

RECOMMENDATION

Approve Agreement No. A2475.08 with CoBro Consulting, for research data management and evaluation services, for the period July 10, 2008 to June 30, 2009, inclusive, in a total amount not to exceed \$43,900.

OVERVIEW

Southwestern College is currently in the Accreditation Self-Study process. CoBro Consulting provided initial assistance in 2007/08. CoBro Consulting will continue to provide assistance to the Self-Study process. Additionally, CoBro Consulting will assist in the Student Equity Report for Community Colleges, and update and supplement the Institutional Research and Planning Office Website. This contract can be terminated with a 30-day notice.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45110-666200-000

prp

## SOUTHWESTERN COMMUNITY COLLEGE DISTRICT Independent Contractor Agreement

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

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

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

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

NOW THEREFORE, the following is agreed:

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

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

Co Bro will conduct various data analysis and evaluation projects for Southwestern Community College District including:

1. **Preparation for 2009 WASC Accreditation:** As a follow-up to the campus-wide survey administration completed in spring 2008, CoBro Consulting will further analyze the resulting survey data. Analyses will be based on requests for the Southwestern College Accreditation Steering Committee members in order to obtain information addressing WASC standards, including student academic/demographic data, narrative sections, transfer data, and Student Affairs program review.
2. **Update and Supplement Content of SWC Institutional Research & Planning Office Website:** CoBro will maintain and update documents to post to the Institutional Research & Planning Office Website. CoBro will also update the Southwestern College dashboard summary sheet, Factbook, for online information about Southwestern College.

3. **Student Equity Report:** CoBro will examine progress toward Student Equity goals. Additionally, further examination of subgroup performance and disparities (e.g., male/female within each racial/ethnic group).
4. **Accountability Reporting for the Community Colleges Self Assessment:** Validate data provided by the Chancellor's Office against Southwestern College's Computer Systems and Services data in November 2008. Conduct data analyses, examine results, and provide a narrative self-study on behalf of Southwestern College for the 2009 self-study.

## 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 \$ 43,900 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

## III. PERIOD OF PERFORMANCE

This period covered by this agreement shall begin on July 10, 2008, and shall terminate on June 30, 2009.

## IV. CONFLICT OF INTEREST

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

## V. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature

normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

## VI. TAXES

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

## VII. MATERIALS

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

## VIII. AUDIT AND INSPECTION OF RECORDS

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

## IX. CONFIDENTIALITY AND USE OF INFORMATION

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

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

## X. EQUAL OPPORTUNITY/NON-DISCRIMINATION

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

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

## XI. HOLD HARMLESS

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

## XII. TERMINATION

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

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not

a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

### XIII. INSURANCE

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

### XIV. WORKER'S COMPENSATION INSURANCE

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

### XV. WARRANTY AND ORIGINALITY

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

### XVI. WORKS FOR HIRE

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

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

## 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 10<sup>th</sup> day of July 2008.

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

#### INDEPENDENT CONTRACTOR

Name: CoBro Consulting

SS#/Federal Tax ID: \_\_\_\_\_

Address: 11546 Village Ridge Rd.

City/State/Zip: San Diego, CA 92131

Telephone: 858.395.7899

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☒ No

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Raj K. Chopra, Ph.D.  
Superintendent/President  
900 Otay Lakes Road

Chula Vista, CA 91910-7299

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Originator: Greg R. Sandoval  
Vice President for Student Affairs

Charge to Budget Acct No.:

1-45110-666200-000

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning *A-2475-08* *OK*  
Date: *7/01/08*





# ITEM #15 D

July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Michael Kerns   
Acting Vice President for Human Resources

SUBJECT: Agreement for Consulting Services

RECOMMENDATION

Approve Agreement No. A2476.08 with Gonzalo Rojas, to assist the District in the daily operations of the E.O.P.S. Office, for the period July 10, to, December 31, 2008 inclusive, in the amount of \$ 411.80 per day, not to exceed \$60,000.

OVERVIEW

In order to maintain continuity of leadership in the administration of the District, including the programs and operation of the E.O.P.S. Office, it is necessary to utilize the service of Gonzalo Rojas.

FISCAL IMPACT/FUNDING SOURCE

Account No. 14-5120-643100-470

MK:ag

# SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

## Independent Contractor Agreement

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

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

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

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

NOW THEREFORE, the following is agreed:

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

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

Consultant will assist the District in overseeing the daily operations of and  
providing leadership to the EOPS Office.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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 \$ 60,000 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

## III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on **July 10, 2008** and shall terminate on **December 31, 2008**.

## IV. CONFLICT OF INTEREST.

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

## V. INDEPENDENT CONTRACTOR.

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

## VI. TAXES.

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

## VII. MATERIALS.

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

## VIII. AUDIT AND INSPECTION OF RECORDS.

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

## IX. CONFIDENTIALITY AND USE OF INFORMATION.

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

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

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

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

XI. HOLD HARMLESS.

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

XII. TERMINATION.

The District may, at any time, with or without reason, terminate this Contract upon the giving of ten (10) days prior written notice to Contractor. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Contract through the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such

termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

#### XIII. INSURANCE

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

#### XIV. WORKER'S COMPENSATION INSURANCE.

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

#### XV. WARRANTY AND ORIGINALITY.

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

#### XVI. WORKS FOR HIRE.

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

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

## 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 9<sup>th</sup> day of July 2008.

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

**INDEPENDENT CONTRACTOR**

Name: Gonzalo Rojas

SS#/Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: 619 207-9970

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SOUTHWESTERN COMMUNITY  
COLLEGE DISTRICT**

Raj K. Chopra, Ph.D.  
Superintendent/President  
900 Otay Lakes Road

Chula Vista, CA 91910-7299

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Originator:** Michael Kerns, Acting Vice  
President for Human Resources

**Account No.:** 14-5120-643100-470

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning


Date: 7/21/08 #A2476.08 *RM*


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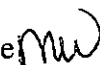
July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY:  Ron S. Dyste  
Vice President for Academic Affairs

INITIATED BY: Mary Wylie   
Dean, School of Continuing Education, Economic & Workforce Development

SUBJECT: Agreement with San Diego County Superintendent of Schools

RECOMMENDATION

Ratify Agreement No. AR2450.08 with San Diego County Superintendent of Schools, for participation in Regional Occupational Program (ROP) Courses, for the period July 1, 2008 to June 30, 2009, inclusive, in the amount of \$941,570 income to the District.

RATIONALE FOR RATIFICATION

Contract was received from the San Diego County Office of Education the week of June 2, 2008 but did not contain the hold harmless clause. The revised copy was received June 9.

OVERVIEW

The agreement requires annual renewal. Income to the District includes an 8% indirect rate and supports the offering of 13 career technical programs serving approximately 2,500 students each year.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38831-000000-700

MW/bg

AGREEMENT FOR PARTICIPATION  
SAN DIEGO COUNTY REGIONAL OCCUPATIONAL PROGRAM (ROP)

THIS AGREEMENT is entered into this 9th day of July 2008, by and between the San Diego County Superintendent of Schools, hereinafter called the SUPERINTENDENT and Southwestern Community College District, hereinafter called the DISTRICT for a term from July 1, 2008 to June 30, 2009.

RECITAL

- A. Pursuant to Education Code Section 52300 and following, the SUPERINTENDENT has established and is maintaining a Regional Occupational Program within San Diego County for high school students, out-of-school youth and adults; and, pursuant to Education Code Section 52321, the SUPERINTENDENT is authorized to receive state apportionment revenue for ROP ADA: and,
- B. The SUPERINTENDENT pursuant to Education Code Section 52301, wishes to contract with the DISTRICT for operation of certain ROP activities; and,
- C. The SUPERINTENDENT maintains the ROP and consults with Superintendents of participating DISTRICTS concerning issues of mutual concern.
- D. WHEREAS, the DISTRICT wishes to participate in and cooperate with the SUPERINTENDENT in establishing and maintaining Regional Occupational Program activities; NOW THEREFORE, the parties agree as follows:

AGREEMENT

Now therefore, the parties agree as follows:

- A. The DISTRICT shall:
  - 1. Administer, supervise, and conduct the courses and/or services as specified in Addendum A and in supporting course proposal documentation submitted by DISTRICT.
  - 2. Pursuant to Education Code Section 52314, allow residents of San Diego County eligible to attend a high school or adult school to apply for admission to any ROP course.
  - 3. With assistance of the SUPERINTENDENT, recruit and enroll students and maintain attendance as specified for each program/course in Addendum A.
  - 4. Provide properly credentialed and qualified employees with payment for services to be based on district-established salary and benefit plans.
  - 5. Provide the necessary facilities, equipment, instructional supplies, and services--including purchasing, utilities, custodial, and maintenance for each course and/or service at no cost to the SUPERINTENDENT unless provided for in Addendum A.

6. Provide instruction in job-seeking and job-keeping skills to every ROP student per the ROP Expected Student Learning Results adopted by the ROP Steering Committee.
7. Provide general safety instruction and instruction in the safe operation of equipment and safe handling of supplies and hazardous materials to every ROP student.
8. Certify through the execution of this agreement that the activities included within this agreement will not supplant the total current program of vocational education within the DISTRICT.
9. Submit reports and data as requested by the SUPERINTENDENT and the State Department of Education.
10. Provide liability insurance or self-insurance coverage for all courses and/or services as specified in Addendum A, including all equipment and vehicles owned by the SUPERINTENDENT which are used by the DISTRICT in maintaining ROP courses and services.

Provide workers' compensation insurance or self-insurance coverage for DISTRICT Employees supporting ROP courses and services as specified in Addendum A.

Provide to the SUPERINTENDENT certificates of insurance and/or self insurance covering liability and workers' compensation.

NOTE:

The San Diego County and Imperial County Schools Risk Management Joint Powers Authority (JPA) workers' compensation program extends to all ROP employees (not to DISTRICT employees) and to ROP students while students are performing off-campus work experience. The ROP workers' compensation coverage does not apply to the DISTRICT'S classroom instructors (unless these employees qualify under their respective DISTRICT'S workers' compensation program) or to any student who does not otherwise qualify as an ROP student performing off-campus work experience.

The school DISTRICT is responsible for workers' compensation and liability coverage for their employees. Such coverage should extend to activities occurring on school DISTRICT premises or activities under the school DISTRICT employees' direct control or supervision.

11. Provide instruction to every student as per ROP course of study approved by the SUPERINTENDENT and the State Department of Education.
12. Comply with the provisions of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
13. Comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act which provides that no otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from participation in, be denied the benefit of, denied access to, or be subjected to discrimination for any programs, activity receiving federal financial assistance.

14. Provide assurance that facilities provided hereunder are accessible by handicapped persons or provide access to a similar alternative program.
15. Provide for all ROP teachers (full and part time) to be evaluated annually or biannually according to DISTRICT policy and procedures.

B. The SUPERINTENDENT shall:

1. Provide for the overall administration and operation of the ROP.
2. Pay to the DISTRICT an amount equal to the actual ADA/revenue generated by the courses up to the "ROP capped ADA", plus lottery and supplemental funding for the fiscal year reflected in the Estimated ROP Revenues (distributed according to the adopted funding formula--ROP Philosophy of Funding). Such payment to the District shall be made according to General Provisions, Item 9 and shall be used only for ROP program expenses.

The District shall account for all direct program costs incurred by the DISTRICT in providing ROP courses and services, plus inter program (indirect) charges, not to exceed 8% of instructional program costs, specified in Addendum A. The DISTRICT shall not charge indirect expenses to capital expenditures in object codes 4400, 6000--64000 and object code 5600 items which for ROP reporting is restricted to leases and rents of equipment and facilities. The DISTRICT shall not charge indirect expenses to administrative services, identified on Addendum A, as direct administration, counseling and guidance and service center. Should courses generate less ADA than specified in Addendum A and as updated in the Estimated ROP Revenues, reimbursement by the SUPERINTENDENT shall be adjusted accordingly.

3. Provide appropriate inventory system and tags for all capital property purchased by the DISTRICT with ROP funds.

C. General Provisions:

1. Addendum A is attached as a part of this agreement.
2. The DISTRICT may transfer funds within line items in budget categories 1000 through 6000 in an approved Addendum A program budget without prior approval of the SUPERINTENDENT.

The DISTRICT may increase an approved Addendum A program budget by a maximum of 20 percent by transferring funds from other program budgets and applying that increase to line items in budget categories 1000 through 6000 without prior approval of the SUPERINTENDENT. Increases in a program budget in excess of 20 percent must be approved in writing by the SUPERINTENDENT. The total budget in Addendum A may not increase without authorization from the SUPERINTENDENT.

3. In accordance with Education Code Section 1605, the SUPERINTENDENT holds title to all property acquired with ROP funds and has responsibility for approval of location and utilization thereof.
4. Use of equipment and/or facilities acquired by the DISTRICT with ROP funds is limited to ROP courses and services unless use for other purposes with specific conditions is authorized in writing by the SUPERINTENDENT.

5. Tobacco-Free Facility: The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office Property.
6. Any of the courses or services specified in Addendum A may be terminated at any time upon mutual consent and may be terminated by the SUPERINTENDENT after consultation with the DISTRICT within three weeks following the opening session of the course if the attendance is below that necessary to provide at least 90 percent of the estimated ADA as specified in Addendum A. Should a course be terminated, the DISTRICT shall be reimbursed for actual cost of operating the course to date of termination. All of the remaining funds in Addendum A for each terminated course or service at date of termination shall be available for transfer to other courses or services without the approval of the SUPERINTENDENT subject to the limitations in item #2 above.
7. Any agreement between the DISTRICT and other agencies entered into for the purpose of conducting any course or service specified in Addendum A must be approved in advance by the SUPERINTENDENT.
8. All funds derived from the sale of goods or services from an ROP course or service shall be abated to the ROP course or service.
9. Reimbursement to the DISTRICT for operating and capital expenditures as specified in Addendum A will be made in the following manner:

a. Advance Apportionments

The advance apportionment system is designed to reflect the actual cash disbursement practices of the ROP operation and minimize any harm or benefit to the DISTRICT'S General Fund Programs. Throughout the fiscal year, regular monthly apportionments of ROP funds received by the SUPERINTENDENT shall be made to the DISTRICT.

Apportionments consist of all sources of ROP revenue (including lottery funds) and will normally be paid within three working days of receipt from the State. For ROP ADA-apportioned revenue, the approximate monthly percentage of total apportionment received and disbursed per month is:

July	<u>6</u>	January	<u>8</u>
August	<u>12</u>	February	<u>14</u>
September	<u>8</u>	March	<u>7</u>
October	<u>8</u>	April	<u>7</u>
November	<u>8</u>	May	<u>7</u>
December	<u>8</u>	June	<u>7</u>

For ROP lottery revenue, apportionments are received quarterly, approximately 3.5 months after each fiscal year quarter.

b. Apportionment Adjustment

Apportionment adjustments due to starting balance considerations, excess growth ADA revenue, state apportionment modifications, etc., will normally be made by the SUPERINTENDENT in December. If additional adjustments are necessary, they will be made in the May/June period.

c. Audit Documents Required

The DISTRICT shall furnish by September 1st for the previous fiscal year the below-listed documents required for audit purposes:

1. Certification of final expenditures for each approved Addendum A program/service/facility budget on the form provided by the SUPERINTENDENT. In addition, DISTRICT is to provide a copy of the final summary accounting record (District Financial Accounting System) of expenditures for the individual program/courses organized per the California School Accounting Manual.
2. Invoices and Capital Property Inventory Record (ROP Web-based inventory system) for each item of capital equipment purchased.
3. A copy of the DISTRICT Annual Financial Report (I-200).

Should the DISTRICT fail to comply with submitting audit documents required, current fiscal year monthly apportionments will be withheld by the SUPERINTENDENT until compliance is attained.

4. End of Year Balance Funds

All end of year balance funds exceeding 15% of the fiscal year expenditures will be returned to the SUPERINTENDENT, except where the DISTRICT notifies the Superintendent by June 1, of the fiscal year it intends to carryover an amount in excess of 15% for the purpose of future capital expenditures for facilities and/or equipment. The DISTRICT will provide for designation of special reserves in accordance with Education Code Section 52321.

DISTRICTS must ensure that ROP Funds are included in the total of their DISTRICT board adoptions for designated reserves if those funds exceed 15% of fiscal year expenditures. Failure to include these funds could expose the district to a loss of those funds through recapture provisions in the education code.

10. Notwithstanding any of the foregoing provisions of the agreement, if at any time during the term of this agreement the state of California fails to appropriate or allocate anticipated funds to the SUPERINTENDENT for Regional Occupational Program for payments stipulated in Addendum A, the SUPERINTENDENT reserves the right to change the budget amounts in Addendum A at any time with 30 days notice to the DISTRICT.

If the DISTRICT is unable to continue current course offerings or to maintain program support levels because of this reduced funding, the DISTRICT, in its sole discretion, may terminate in all or in part course offerings and/or support services necessary to accommodate the reduced funding level.

11. Any of the courses specified in Addendum A may be terminated by the SUPERINTENDENT if the State of California fails to provide course approval.



12. Mutual Indemnification Clause

The SUPERINTENDENT shall defend, indemnify, and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SUPERINTENDENT, its officers, agents or employees. The DISTRICT shall defend, indemnify, and hold the SUPERINTENDENT harmless from and against any and all liability, loss, expense, attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.

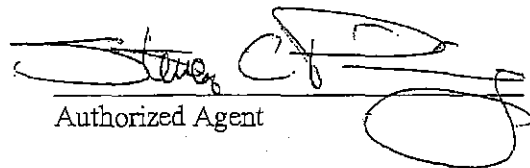
Southwestern Community College

San Diego County Superintendent of Schools

By: \_\_\_\_\_

Raj K. Chopra, Ph.D.  
Superintendent/President

Title

  
Authorized Agent

Authorized by Governing Board on:

Authorized by the San Diego County Board  
of Education on:

July 9, 2008

May 14, 2008

APPROVED AS TO FORM AND LEGALITY FOR SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS BY CHRISTINA L. DYER, COUNSEL, BEST BEST  
AND KRIEGER, ON JUNE 6, 2002

Approved As To Form:

Office of the Senior Director of  
Business Operations & Facilities  
Planning

Date: 6/11/08 # AR2450.08

1	2	3		5	6	7	8	9	10	11		2	13	14	15	16	17	18	19	20	21
Revised: May 22, 2008		SWC PROPOSAL 2008-2009																			
	District Name		SOUTHWESTERN CCD													CALCS 8%		CALC		CALC	CALC
		Dist/COE														1000-5000					
	Program or Course #	Max Approved Hours	Last Advisory Date	1000	2000	3000	4000	Equipment 4400	5000	Rentals & Leases 5600	Postage 5800	Site 6100	Facilities 6200	Equipment 6400	CAPX Summary 4400 & 6000s	7000 Indirect Cost	8000 (Income)	Course Totals	ADA	Oper Cost per ADA	Total Cost per ADA
Course Description																					
Accounting Occupations				12364	0	1453	900	0	200	0	0	0	0	0	0	1193	0	16110	6.04	2667	2667
Accounting Occupations	460007	176			0	0	0	0	0	0				0	0	0	0	0			
Bookkeeping/Computerized	460008	Not running													0	0	0	0			
Auto Trans/Drive Train & Ax DELETED	567201	Not running		0	0	0	0		0	0				0	0	0	0	0	0.00	#DIV/0!	#DIV/0!
Automotive Technology DELETED				0	0	0	0		0	0				0	0	0	0	0	0.00	#DIV/0!	#DIV/0!
Auto Eng Perf/Clean Air Cert	567807	Not running													0	0	0	0			
Computer Applications			3/26/2008	29321	0	3563	500	0	200	0	0	0	0	31434	31434	2687	0	67705	12.42	2920	5451
Comp Ap/Software Tech	460105	435													0	0	0	0			
Comp Ap/Data Entry Op		Not running													0	0	0	0			
Computer Graphics			11/13/2007	60506	18426	10019	10852	0	0	7140	0	0	0	59010	59010	7984	0	173937	26.40	4083	6589
CG/Digital Imaging	575722	426.55													0	0	0	0			
CG/Graph Design-Layout	575723	398.4													0	0	0	0			
CG/Graph Design-Draw	575724	96													0	0	0	0			
Computer Graphics		Not running													0	0	0	0			
CG/Graphic Production		Not running													0	0	0	0			
CG/Introduction		Not running													0	0	0	0			
Computer Repair			3/26/2008	65857	2160	8054	1500	0	0	0	0	0	0	19872	19872	6206	0	103649	47.35	1769	2189
CR/Hardware & Sw Up	555808	369.1													0	0	0	0		0	0
CR/Network Install		Not running													0	0	0	0		0	0
CR/Office Auto Equip	555501	107													0	0	0	0		0	0
CR/Repair & Service	555815	533.2													0	0	0	0		0	0
Data/Voice/Video Cable Install	555816	104.3													0	0	0	0		0	0
CR/Computer & Network Technician	555831	357.1																			
Culinary Arts			3/25/2008	41282	0	5016	8210	0	200	0	0	0	0	0	0	4377	0	59085	21.36	2766	2766
Sanitation/Safety	442035	48																			
Food Purchase & Control	442040	71																			
Baking Skills Intro	442036	301																			
Baking/Pastry Basics	442037	90																			
Baking/Pastry/Breads	442038	126																			
Pastry Design/Decorating	442039	88																			
Engine Repair			12/6/2007	29739	0	3995	3500	0	0	0	0	0	0	5928	5928	2979	0	46141	12.98	3098	3555
ER/Industrial Adv.	566102	210.4													0	0	0	0			
ER/Large Industrial	566103	210.4													0	0	0	0			
ER/Large Motorcycle	566104	157													0	0	0	0			
ER/Large Outbd Marine	566105	107.05													0	0	0	0			
ER/Motorcycle/Adv.	566106	156.6													0	0	0	0			
ER/Outbd Marine/Adv.	566107	107.05													0	0	0	0			
ER/Sm Outbd Marine	566108	107.05													0	0	0	0			
ER/Small Industrial	566109	210.4													0	0	0	0			
ER/Small Motorcycle	566110	156.6													0	0	0	0			
Fire In-Service Training DELETED	583101	Not running		0	0	0	0		0	0		0	0	0	0	0	0	0	0.00	#DIV/0!	#DIV/0!
Landscape Maintenance			11/4/2007	0	1200	275	10000	0	3600	2200		0	1000	2500	3500	1206	0	21981	31.71	513	693
Drafting/Land/Cmptr Aided	409801	180													0	0	0	0			
Landm/Princ of Frun Tree/Vin	405039	27													0	0	0	0			
Landscape Con/Concrete	405012	42													0	0	0	0			
Land Con/Fence Deck Lum	405013	40													0	0	0	0			
Landscape Design I	405040	132													0	0	0	0			
Landscape Design II	405014	Not running													0	0	0	0			
Land Design/Estimating	405036	Not running													0	0	0	0			
Land Dising/Contract & Estimating	405067	53.2																			
Land Equip/Horticulture	405038	71.1													0	0	0	0			
Land Equip/Sprinkler Des	405015	Not running													0	0	0	0			

## Addendum A

Course Description	Program or Course #	Max Approved Hours	Last Advisory Date	1000	2000	3000	4000	Equipment 4400	5000	Rentals & Leases 5600	Postage 5800	Site 6100	Facilities 6200	Equipment 6400	CAPX Summary 6400 & 6000s	7000 Indirect Cost	8000 (Income)	Course Totals	ADA	Net Cost per ADA	Total Cost per ADA
Land Equip/Sprinklr Drain	405016	48													0	0	0	0			
Land Maint/Hort Bus Prac	405017	54													0	0	0	0			
Land Main/Pest Cont Ed	405018	18													0	0	0	0			
Land Main/Pest Exam Prep	405019	18													0	0	0	0			
Land Main/Soils	405042	53.5													0	0	0	0			
Land Maint/Turf Mgmt	405032	Not running													0	0	0	0			
Landscape Maintenance	405020	144													0	0	0	0			
Land/Sprinkler/Controller	405035	Not running													0	0	0	0			
Land/Sprinkler/Pipes	405033	Not running													0	0	0	0			
Land/Sprinkler/Valves	405034	Not running													0	0	0	0			
Med. Off./Insurance Bill				35303	0	4289	2500	0	200	0	0	0	0	0	0	3383	0	45675	16.11	2835	2835
Medical Coding I	462012	143.15													0	0	0	0			
Medical Coding II	462013	141.3													0	0	0	0			
Med Off/Insurance Billing	462015	Not running													0	0	0	0			
Med Office/Insurance Billing I	462032	105.45																			
Med Office/Insurance Billing II	462005	144.45																			
Medical Office/Bilingual	462014	278		32113	0	6502	1500	0	160	500	0	0	0	0	0	3222	0	43997	7.94	5478	5541
Med. Transcription Clerk DELETED				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	#DIV/0!	#DIV/0!
Med. Trans Clerk I	462016	Not running													0	0	0	0	0.00	0	0
Med. Trans Clerk II	462017	Not running													0	0	0	0	0.00	0	0
Network Preparation DELETED				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	#DIV/0!	#DIV/0!
3COM/Networking/Intro	461806	Not running																			
3COM/Local Area Networks	461807	Not running																			
3COM/Wide Area Networks	461808	Not running																			
3COM/TCP-IP/Intro.	461809	Not running																			
Nurse Assistant DELETED				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
Nurse Assistant (CNA)	429812	Not running																			
Nurse Assistant Acute Care	429813	Not running																			
Nursery Operations			11/4/2007	0	0	0	18000	0	3750	0	0	2000	0	0	0	1740	0	25490	20.91	1123	1219
Floral Design I	405006	251.2													0	0	0	0			
Floral Design II	405007	88													0	0	0	0			
Floral Design III	405008	36													0	0	0	0			
Floral Design/Plant ID	405009	Not running													0	0	0	0			
FD/Plant ID/Tropical	405010	Not running													0	0	0	0			
FD/Portfolio & Pres.	405011	Not running													0	0	0	0			
FD/Wedding Arrange	405041	Not running													0	0	0	0			
N Op/Floric/Floral Crops	405021	45													0	0	0	0			
N Op/House Plant Care & Prod	405022	Not running													0	0	0	0			
N Op/Fruiting Plants	405031	Not running													0	0	0	0			
N Op/Pests & Diseases	405023	52.3													0	0	0	0			
N Op/Plant ID	405024	105.4													0	0	0	0			
N Op/Plant ID/Poisonous	405025	Not running													0	0	0	0			
N Op/Plant Mt./Xerophyte	405026	54													0	0	0	0			
N Op/Plant Propagation	405027	45													0	0	0	0			
N Op/Tree Shrub Production	405028	Not running													0	0	0	0			
Paryroll Clerk I	461554	159.3		10383	0	1261	1200	0	150	0	0	0	0	0	0	1040	0	14034	5.47	2566	2566
Surgical Technology	426012	1144.45	1/23/2008	94108	0	17504	6800	0	3150	300	0	0	0	9200	9200	9725	0	140787	32.33	4061	4355
Welding/Exhaust System Fabrication & Installation	561606	211.45	12/6/2007	12554	0	1525	5000	0	700	0	0	0	0	9790	9790	1582	0	31151	8.07	2647	3860
Course Totals by Category				\$423,530	\$21,786	\$63,456	\$70,462	\$0	\$12,310	\$10,140	\$0	\$2,000	\$1,000	\$137,734	\$138,734	\$47,324	\$0	\$789,742	249.09	\$2,565	\$3,171
Counseling & Guidance				15574	26340	13604	3161	0	4500	0		0	0	0	0	0	0	\$63,179			
Direct Administration				30000	13170	13758	951	0	5300	0		0	0	0	0	0	0	\$63,179			
Area Service Center				0	13170	5720	4580	0	0	0	2000	0	0	0	0	0	0	\$25,470			
Student Int. Survey				0	0	0	0		0	0				0	0	0	0	\$0			

## Addendum A


Course Description	Program or Course #	Max Approved Hours	Last Advisory Date	1000	2000	3000	4000	Equipment 4400	5000	Rentals & Leases 5600	Postage 5800	Site 6100	Facilities 6200	Equipment 6400	CAPX Summary 4400 & 6000s	7000 Indirect Cost	8000 (Income)	Course Totals	ADA	Cost per ADA	Total Cost per ADA
				\$45,574	\$52,680	\$33,082	\$8,692	\$0	\$9,800	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$151,828			
Total Program				\$469,104	\$74,466	\$96,538	\$79,154	\$0	\$22,110	\$10,140	\$2,000	\$2,000	\$1,000	\$137,734	\$138,734	\$47,324	\$0	\$941,570	249.09	\$3,166	\$3,780
2008-2009 Estimated ROP Allocations:					2008-2009 Minimum ADA Target			208.50													
Base Funding	\$681,094																				
Growth	\$0																				
Lottery	\$26,267																				
Fall Revision	\$45,301																				
Spring Revision Estimated	\$0																				
CalWorks	\$0																				
	\$0																				
Estimated General Reserve	\$38,309																				
Adopted Capital Reserve	\$235,000																				
Total Allocation	\$1,025,971																				
Estimated Expenses	\$941,570																				
Allocation in excess of Expenditures	\$84,401																				
Budgeted General Reserve	\$84,401		8.96%																		
Budgeted Capital Reserve	\$0																				


# ITEM #16 A2

July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY:  Ron S. Dyste  
Vice President for Academic Affairs

INITIATED BY:  Mary Wylie  
Dean, School of Continuing Education, Economic & Workforce Development

SUBJECT: Agreement with San Diego Community College District

RECOMMENDATION

Ratify Agreement No. AR2451.08 with San Diego Community College District, for Small Business Outreach Services, for the period July 1, 2008 to June 30, 2009, inclusive, in the amount of \$32,235 income to the District.

RATIONALE FOR RATIFICATION

The first draft of the agreement from San Diego Community College District was received for review on June 2, 2008.

OVERVIEW

The San Diego Contracting Opportunities Center (SDCOC) is the only source of services deemed qualified by the San Diego Community College District (SDCCD) to provide contractor outreach and related services. These services are to assist the SDCCD increase the number of Hispanic, African-American, Asian, Woman-Owned, Disabled Veteran-Owned businesses, and other small businesses participating on SDCCD capital projects.

The SDCOC will be performing the following tasks for the San Diego Community College District in support of their Proposition MM Capital Project Bond: 1) Counseling to small businesses in matters related to contracting with SDCCD; 2) Various Construction Plan Room Services; 3) Develop workshop called "How to Do Business with SDCCD"; 4) Conduct various workshops related to small business contracting with public agencies; and 5) Provide management and administration services related to the delivery of these tasks.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38896-709951-928

MW/bg

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
CONSULTANT AGREEMENT

Outreach Services for the San Diego Community College District

THIS AGREEMENT is made and entered into this 10th day of July, 2008, at San Diego, County of San Diego, State of California, by and between the San Diego Community College District, hereinafter called "District", and Southwestern Community College District, d.b.a. San Diego Contracting Opportunities Center, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Employment of Consultant. District hereby contracts with consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant's Services.

(a) Consultant hereby agrees to perform the professional services set forth in Exhibit "A", attached hereto and incorporated herein by reference, in a manner consistent with that level of care and skill ordinarily exercised by other member of consultant's profession currently practicing in the same locality under similar condition to the satisfaction of District.

b) Consultant shall keep Richard Burkhart, District's representative, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Consultant commencing on the July 1, 2008 and terminate on the June 30, 2009. The District may, at its option, extend this agreement for up to three (3) years on an annual basis. It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. Consideration. District shall provide sponsorship for work specifying the scope of services to be performed by the Consultant. Work undertaken by the Consultant or its sub-consultants without written authorization is done at Consultant's risk.

a) District shall determine, at its sole discretion, the method of consideration for each portion of work requested. Method of consideration will be lump sum/fixed with a maximum approved total based on the hourly rates and costs identified in Exhibit "B". It is expressly agreed and understood that the total amount to be paid by the District under this Agreement shall not exceed Thirty-Two Thousand Two Hundred Thirty-Five dollars (\$32,235).

Consultant shall prepare a proposal for services which includes the scope of work, the schedule, and the proposed lump sum/fixed fee. The District, at its election, may accept or reject Consultant's proposal(s).

Consultant's proposal(s) shall remain in effect for three (3) months from the date of submission. Once the District accepts such a proposal by a written Notice to Proceed specifying the acceptance of the proposal for that portion of work or the time and materials required, all work outlined within the proposal shall be completed by the Consultant within the schedule identified for no more than the not-to-exceed value stated.

District will make no payments to Consultant that exceeds the amount specified in the Notice to Proceed for each portion of work.

b) When Consultant is providing services under a lump sum/fixed fee consideration, the compensation schedule by phase of work shall be determined jointly by the District and the Consultant and set forth in writing in the NTP. There shall be no other reimbursable costs charged to District unless specifically authorized in the NTP. This includes, but is not limited to printing/reproduction, mileage, photo services, delivery services, phone, postage, food, and lodging.

Article 5. Method of Payment. The District will number each NTP, and this number shall be referenced by the Consultant on the Consultant's invoice(s). District will require Consultant to invoice using District's invoice format. Invoices must be typed on an original 8-1/2" x 11" sheet of paper and must reference Agreement number listed in the upper right hand corner of this Agreement and the title of the project. District will make quarterly payments to the Consultant under this contract based upon quarterly reports and invoices submitted by the Consultant consistent with the considerations as specified in this Agreement. Consultant shall submit Quarterly Sponsor Reports to the District in the form, content, and frequency as required by the District.

Article 6. Employee Benefits. Consultant shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 8. Insurance. Consultant agrees to carry the insurance identified in this Article 8. The District may require provision of a copy of the insurance policies in their entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

(a) Comprehensive general and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

(b) Professional liability insurance with limits of at least one million dollars (\$1,000,000.00) per claim and any deductible or self-insured retention shall not exceed \$100,000. Consultant shall maintain such insurance in force during the performance of this Agreement and for three (3) years after completion of the services under this Agreement.

Article 9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit 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 Agreement.

Article 10. Confidentiality and Use of Information.

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

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

Article 11. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For DISTRICT:	Richard Burkhart Construction Manager
Address:	San Diego Community College District Facilities Management Office 3375 Camino Del Rio South, Suite 125 San Diego, CA 92108
Phone:	(619) 388-6546
Fax:	(619) 388-6509
For CONSULTANT:	Gunnar Schalin Program Director
Address:	San Diego Contracting Opportunities Center 4007 Camino Del Rio South, Suite 210 San Diego, CA 92108
Phone:	(619) 285-7020 ext. 102
Fax:	(619) 285-7030

Article 12. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 13. Documentation and Record-Keeping.

- (a) Consultant agrees to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- (b) Consultant 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: (1) Records providing full description of each activity undertaken, (2) Records required to determine the eligibility of activities, (3) Records documenting compliance with equal opportunity components of the

State law, (4) Financial records as required by the District, and (5) Other records necessary to document compliance with California Redevelopment Law.

- (c) Consultant 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 nonexpendable property acquired with funds under this contract shall be retained for two (2) years after final disposition of such property, whichever occurs later.
- (d) Consultant 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 District or its designees for review upon request.
- (e) Consultant shall understand 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 District's or the Consultants responsibilities with respect to services provided under this contract.
- (f) All of the Consultants records with respect to any matters covered by this Agreement shall be made available to the District, at any time during normal business hours, as often as the District 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 the Consultant within 30 days after receipt by the Consultant.

Article 14. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall become the property of District.

Article 15. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 16. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is

expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 17. Defense and Indemnification.

(a) Indemnity for Professional Liability. Except for the negligence or willful misconduct of District, the Consultant shall, to the fullest extent permitted by law, hold harmless, protect, and indemnify the District, its board and each member thereof, its officers, employees, representatives and their successors and assigns from and against losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, only to the extent resulting from the negligent acts, errors or omissions or willful misconduct of the Consultant in the performance of the professional services under this Agreement and those of the Consultant's sub-consultants or anyone for whom the Consultant is liable.

(b) Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, the Consultant shall, to the fullest extent permitted by law, hold harmless, protect, defend and indemnify the District, its board, and each member thereof, its officers, employees, representatives and their successors and assigns, from and against losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses arising out of injury to any person, including death, or damage to property caused, in whole or in part, by or attributable to the performance of Consultant, its employees, representatives, subcontractors, or agents.

(c) General Indemnity Provisions. This indemnity shall survive termination of this Agreement or final payment hereunder and is binding on the successors, heirs or assigns of Consultant. This indemnity is in addition to any other rights or remedies which the District may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may, at its sole discretion, reserve, retain or apply any monies due to the Consultant under this Agreement for the purpose of resolving such claims; provided however, that the District may release such funds if the Consultant provides the District with reasonable assurances of protection of the District's interest. The District shall, in its sole discretion determine whether such assurances are reasonable.

Article 18. Conflict of Interest. Prior to execution of this Agreement, Consultant shall disclose in writing to District any and all compensation, actual or potential, which Consultant may receive in any form from a party other than the District as a result of performance of this Agreement by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 19. The District retains the right to recommend removal of Consultant's personnel from the project. Upon District recommendation, Consultant will remove the indicated personnel immediately from the project. The District will make a good faith effort to meet with the Consultant's representative to discuss the removal prior to this action. Any decision reached by the District regarding the removed personnel is final.

Article 20. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 21. Compliance With Applicable Laws. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 22. Permits/Licenses. Consultant and all of Consultant's employees or agents shall secure and maintain in force such licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Article 23. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 24. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 26. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

Article 27. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Article 28. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 29. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

DISTRICT

CONSULTANT

Southwestern Community College District

\_\_\_\_\_  
David Umstot, P.E.  
Vice Chancellor, Facilities Management

\_\_\_\_\_  
Raj K. Chopra, Ph. D.  
Superintendent/President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 6/11/08 #AR 2451-08

## Exhibit "A"

### Scope of Services

Consultant will provide services on behalf of the District's sponsorship to help increase the number of contracts awarded to small business by the District. This will be accomplished by providing specialized District procurement and contract counseling provided by experienced Consultant staff. Included will be development and maintenance of a database of suppliers and contractors desiring to do business with the District. Plan room services will also be offered for small businesses planning to bid on District projects. Such program will include the following activities:

1. Program Delivery:
  - a) Develop and submit Work Plan for approval no later than 30 days after commencement of work.
  - b) Provide initial and follow up procurement/contracting counseling services to small and disadvantaged businesses to help them identify, pursue, and obtain District contracts.
  - c) Provide Plan Room services for District plans upon receipt of bid packages. Includes receipt, log in, file and tracking of plans and agenda.
  - d) Identify and notify prospective bidders of upcoming District projects.
  - e) Create and post summaries of District bid packages on SDCOC public website.
  - f) Assist prime contractors bidding on District projects with finding small business subcontractors.
  - g) Input and / or maintain database of prospective District bidders. Query database in response to District or prime contractor requests for potential bidders.
  - h) Advertise and conduct Education and Training workshops.
  - i) Develop and conduct "How to Do Business with San Diego Community College District" workshop.
  - j) Provide management and administration of contractual obligations.
  - k) Consultant shall document performance on a quarterly basis by submittal of a Quarterly Sponsor Report.

Exhibit "B"

Consideration  
Reference Article # 4.a. above


	ITEM	Annual Hours
a	Develop and submit Work Plan for approval no later than 30 days after commencement of work.	12
b	Provide initial and follow up procurement/contracting counseling services to small and disadvantaged businesses to help them identify, pursue, and obtain District contracts.	360
c	Provide Plan Room services for District plans upon receipt of bid packages. Includes receipt, log in, file and tracking of plans and agenda.	18
d	Identify and notify prospective bidders of upcoming District projects.	18
e	Create and post summaries of District bid packages on SDCOC public website.	28
f	Assist prime contractors bidding on District projects in finding small business subcontractors.	18
g	Input and / or maintain database of prospective District bidders. Query database in response to District or prime contractor requests for potential bidders.	100
h	Advertise and conduct Education and Training workshops.	60
i	Develop and conduct "How to Do Business with San Diego Community College District" workshop.	60
j	Provide management and administration of contractual obligations.	40
k	Consultant shall document performance on a quarterly basis by submittal of a Quarterly Sponsor Report.	32
l	Total Direct Hours	746
	Indirect rate at 8% of direct hours	59
	Total Hours	805


## ITEM #16 A3

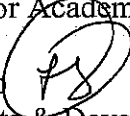
July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY:  Ron S. Dyste  
Vice President for Academic Affairs

INITIATED BY:  Linda L. Gilstrap  
Director of Grants & Development

SUBJECT: Agreement with the State of California, Department of Boating and Waterways

RECOMMENDATION

Approve Amendment to Agreement No. AR2324.08 with the State of California, Department of Boating and Waterways, for the purchase of boating equipment, for the period February 1, 2008 to January 31, 2023, inclusive, in the original amount of \$40,000, income to the District.

OVERVIEW

The State of California, Department of Boating and Waterways has requested a change to our agreement. This change would add the language that the agreement may be terminated for any reason with a 30-day notice.

FISCAL IMPACT/FUNDING SOURCE

No budgetary impact to the Grant.

LLG



STATE OF CALIFORNIA  
STANDARD AGREEMENT AMENDMENT  
STD. 213 A (Rev 8/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
07-201-246	1
REGISTRATION NUMBER	
36800208286048	

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
Boating and Waterways  
CONTRACTOR'S NAME  
Southwestern Community College District
2. The term of this Agreement is February 1, 2008 through January 31, 2023
3. The maximum amount of this Agreement after this amendment is: \$40,000.00  
Forty thousand dollars and no cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Paragraph 19 of the original contract is replaced with the following:

19. The State reserves the right to terminate this contract for any reason subject to thirty (30) days written notice to the Contractor. The Contractor may submit a written request to terminate this contract only if the State should substantially fail to perform its responsibilities as provided herein and said finding has been made by the Officer designated to hear any underlying disputes between the parties. In the event the contract is terminated prior to the expiration of the full term of the contract, ownership of all property purchased with funds from the contract shall remain vested in the State.

The reference to Exhibit C, GTC 1005 is removed from the original Standard Agreement 213. Exhibit C GTC 307 replaces the former language and is attached to this Standard Agreement Amendment.

All other terms and conditions in the original contract shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Southwestern Community College District</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Raj K. Chopra, Ph.D.</u>		
ADDRESS <u>900 Otay Lakes Road, Chula Vista, CA 91910-7299</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Boating and Waterways</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Raynor Tsuneyoshi, Director</u>		
ADDRESS <u>2000 Evergreen Street #100, Sacramento, CA 95815</u>		

☒ Exempt per: 4.04

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 6/16/08 Agreement # AR2324.08

18. The Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of 15 years from the commencement of this contract.

The contractor is required to keep a record of all paperwork connected with this agreement including, but not limited to, request for changes to the budget page, invoices from manufacturers or dealers for equipment purchased, requests for reimbursement and payments received from the Department regarding those requests.

19. The State reserves the right to terminate this contract for any reason subject to thirty (30) days written notice to the Contractor. The Contractor may submit a written request to terminate this contract only if the State should substantially fail to perform its responsibilities as provided herein and said finding has been made by the Officer designated to hear any underlying disputes between the parties. In the event the contract is terminated prior to the expiration of the full term of the contract, ownership of all property purchased with funds from the contract shall remain vested in the State.

20. Subject to available funding and satisfactory performance, the Department shall have the option of extending the term of this contract. At the Department's request, the Contractor shall submit a new proposal, which shall be evaluated by the Department. If the proposal is satisfactory, the Department may award the Contractor additional funds and shall extend the deadline in Paragraphs 3 and 4 of this Agreement for one additional year, revising the term of the contract, if needed, to correspond to this change. The new proposal provided by the contractor shall be incorporated as an amendment and Attachment and all reimbursements shall be in accordance with it. All other terms and conditions listed herein shall remain unchanged.

## EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this 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 Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 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 Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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# ITEM #16 A4

July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: *RS*  
Ron S. Dyste  
Vice President for Academic Affairs

INITIATED BY: William C. Kinney *WCK*  
Dean, Higher Education Center at National City

SUBJECT: Agreement with County of San Diego, Health and Human Services  
Agency, Training and Development

RECOMMENDATION

Authorize Agreement No. A2448.08, Exhibits A, B, and C, with the County of San Diego, Health and Human Services Agency, Training and Development, to serve as a community training center, for the period July 10, 2008 to June 30, 2009, inclusive, at no cost to the District.

OVERVIEW

This agreement designates Southwestern College to provide First Aid training, Adult, Child and Infant Cardio Pulmonary Resuscitation and Automated External Defibrillation training leading to certification for laypersons in accordance with the American Heart Association guidelines.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

WCK/kj



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**San Diego, Health and Human Services Agency,  
Training and Development (HHSA T&D)  
And  
Southwestern Community College District (Contractor)  
Exhibit A – Statement of Work for:  
Adult, Child & Infant Heartsaver and AED Certification Class (Layperson)  
July 2008 – June 2009**

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**KEY SCOPE OF WORK ELEMENTS:**

- A. **Scope of Work/Purpose:** Contractor shall provide (Heartsaver) Adult, Child Infant CPR and AED training leading to certification for laypersons in accordance to the American Heart Association guidelines.
- B. **Outcome Objectives:** All participants pass the requirements necessary to obtain a certified CPR card. Students should be able to pass all requirements as set by the American Heart Association.
- C. **Target Population:** HHSA staff and other County employees. **Minimum enrollment:** 20 Participants.
- D. **Training Dates and Location:** All classes will be held at 5201 Ruffin Road Ste. G, San Diego, CA 92123. All classes will be from 8:00am – 5:00pm.
- July 21
  - August 18
  - September 22
  - October 20
  - November 17
  - December 15
  - January 12
  - February 23
  - March 16
  - April 20
  - May 18
  - June 22
  - Other times and sites upon mutual agreement (i.e. referrals)
- E. **Contract Hours:** 8 hours (instructor is present at 8:00am; class officially begins at 8:15am)
- F. **Contract Amount:** HHSA T&D will pay Contractor \$17 per hour per Teaching Assistant. Number of instructors will depend on student to instructor ratio as

outlined in the American Heart Association curriculum. Contractor will provide a main instructor (salary paid by the contractor), manikins and AED trainers. They will also pay \$5.00 for each BLS card per student. HHSA T&D agree to use their credit card to facilitate payments. If students wish to purchase class-related materials through instructor, this acceptable. Contractor agrees to give students other options/companies where to purchase said material.

**G. Conditions Prerequisite to Payment:** HHSA T&D may elect not to make a particular payment if any of the following exists:

1. Misrepresentation: Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to HHSA T&D.
2. Unauthorized Actions by Contractor: Contractor took any action pertaining to this agreement which required County approval, without having first received said HHSA T&D approval.
3. Default: Contractor was in default under any terms and conditions of this agreement.
4. Fees for Service: Contractor shall not implement a schedule of fees to be charged to clients or third party client representatives without prior HHSA T&D approval.

**H. Withholding of Payment:** HHSA T&D may withhold reimbursement until reports, data, audits, or other information required for agreement administration or to meet County or State reporting or auditing requirements are received and approved by the contracting officer technical representative or designee. HHSA T&D may also withhold payment if, in HHSA T&D's opinion, Contractor is in noncompliance with this agreement.

**I. Term and Termination:** The term of this agreement is from July 10, 2008 to June 30, 2009. Should Contractor and HHSA T&D terminate their relationship, Contractor agrees to purchase the Heartsaver and BLS Healthcare Providers manual at half price if the books are still current. It will also purchase the remaining manikin supplies, face shields, videos, and disposable gloves at half price.

**J. Mutual Indemnification Clause:** Each Party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.

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San Diego, Health and Human Services Agency,  
Training and Development (HHSA T&D)  
And  
Southwestern Community College District (Contractor)  
**Exhibit B – Statement of Work for:**  
**CPR Renewal for Healthcare Provider**  
**July 2008 – June 2009**

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**KEY SCOPE OF WORK ELEMENTS:**

- A. **Scope of Work/Purpose:** Contractor shall provide Adult, Child Infant CPR and AED Adults and Pediatrics Certification for healthcare in accordance to the American Heart Association guidelines.
- B. **Outcome Objectives:** All participants pass the requirements necessary to obtain a certified CPR card. Students should be able to pass all requirements as set by the American Heart Association.
- C. **Target Population:** HHSA staff and other County employees. **Minimum enrollment: 20 Participants.**
- D. **Training Dates and Location:** All classes will be held at 5201 Ruffin Road Ste. G, San Diego, CA 92123. All classes will be from 8:00am – 12:00pm.
- August 19
  - October 21
  - December 16
  - February 24
  - April 21
  - June 23
  - Other times and sites upon mutual agreement (i.e. referrals)
- E. **Contract Hours:** 4 hours (instructor is present at 8:00am; class officially begins at 8:15am)
- F. **Contract Amount:** HHSA T&D will pay Contractor \$17 per hour per Teaching Assistant. Number of instructors will depend on student to instructor ratio as outlined in the American Heart Association curriculum. Contractor will provide a main instructor (salary paid by the contractor), manikins and AED trainers. They will also pay \$5.00 for each BLS card per student. HHSA T&D agree to use their credit card to facilitate payments. If students wish to purchase class-related materials through instructor, this acceptable. Contractor agrees to give students other options/companies where to purchase said material.

**G. Conditions Prerequisite to Payment:** HHSA T&D may elect not to make a particular payment if any of the following exists:

1. Misrepresentation: Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to HHSA T&D.
2. Unauthorized Actions by Contractor: Contractor took any action pertaining to this agreement which required County approval, without having first received said HHSA T&D approval.
3. Default: Contractor was in default under any terms and conditions of this agreement.
4. Fees for Service: Contractor shall not implement a schedule of fees to be charged to clients or third party client representatives without prior HHSA T&D approval.

**H. Withholding of Payment:** HHSA T&D may withhold reimbursement until reports, data, audits, or other information required for agreement administration or to meet County or State reporting or auditing requirements are received and approved by the contracting officer technical representative or designee. HHSA T&D may also withhold payment if, in HHSA T&D's opinion, Contractor is in noncompliance with this agreement.

**I. Term and Termination:** The term of this agreement is from July 10, 2008 to June 30, 2009. Should Contractor and HHSA T&D terminate their relationship, Contractor agrees to purchase the Heartsaver and Fundamental for the BLS Healthcare Providers manual at half price if the books are still current. It will also purchase the remaining manikin supplies, face shields, videos, and disposable gloves at half price.

**J. Mutual Indemnification Clause:** Each Party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.

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San Diego, Health and Human Services Agency,  
Training and Development (HHSA T&D)  
And  
Southwestern Community College District (Contractor)  
**Exhibit C – Statement of Work for:**  
First Aid Classes  
July 2008 – June 2009

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**KEY SCOPE OF WORK ELEMENTS:**

- A. **Scope of Work/Purpose:** Contractor shall provide First Aide taught in accordance to the American Heart Association guidelines.
- B. **Outcome Objectives:** All participants pass the requirements necessary to obtain a certified First Aid (Green Cross) card. Students should be able to pass all requirements as set by the American Heart Association.
- C. **Target Population:** HHSA staff and other County employees. **Minimum enrollment: 20 Participants.**
- D. **Training Dates and Location:** All classes will be held at 5201 Ruffin Road Ste. G, San Diego, CA 92123. All classes will be from 8:00am – 12:00pm or 1:00pm – 5:00pm.
- July 22 – 8:00am-12:00pm
  - August 19 – 1:00pm-5:00pm
  - September 23 - 8:00am-12:00pm
  - October 21 - 1:00pm-5:00pm
  - November 18 - 8:00am-12:00pm
  - December 16 - 1:00pm-5:00pm
  - January 13 - 8:00am-12:00pm
  - February 24 - 1:00pm-5:00pm
  - March 17 - 8:00am-12:00pm
  - April 21 - 1:00pm-5:00pm
  - May 19 - 8:00am-12:00pm
  - June 23 - 1:00pm-5:00pm
  - Other times and sites upon mutual agreement (i.e. referrals)
- E. **Contract Hours:** 4 hours (instructor is present at 8:00am or 1:00pm; class officially begins at 8:15am or 1:15pm)
- F. **Contract Amount:** HHSA T&D will pay Contractor \$17 per hour per Teaching Assistant. Number of instructors will depend on student to instructor ratio as

outlined in the American Heart Association curriculum. Contractor will provide a main instructor (salary paid by the contractor), manikins and AED trainers. They will also pay \$5.00 for each BLS card per student. HHSA T&D agree to use their credit card to facilitate payments. If students wish to purchase class-related materials through instructor, this acceptable. Contractor agrees to give students other options/companies where to purchase said material.

**G. Conditions Prerequisite to Payment:** HHSA T&D may elect not to make a particular payment if any of the following exists:

1. Misrepresentation: Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to HHSA T&D.
2. Unauthorized Actions by Contractor: Contractor took any action pertaining to this agreement which required County approval, without having first received said HHSA T&D approval.
3. Default: Contractor was in default under any terms and conditions of this agreement.
4. Fees for Service: Contractor shall not implement a schedule of fees to be charged to clients or third party client representatives without prior HHSA T&D approval.

**H. Withholding of Payment:** HHSA T&D may withhold reimbursement until reports, data, audits, or other information required for agreement administration or to meet County or State reporting or auditing requirements are received and approved by the contracting officer technical representative or designee. HHSA T&D may also withhold payment if, in HHSA T&D's opinion, Contractor is in noncompliance with this agreement.

**I. Term and Termination:** The term of this agreement is from July 10, 2008 to June 30, 2009. Should Contractor and HHSA T&D terminate their relationship, Contractor agrees to purchase the Heartsaver and BLS Healthcare Providers manual at half price if the books are still current. It will also purchase the remaining manikin supplies, face shields, videos, and disposable gloves at half price.

**J. Mutual Indemnification Clause:** Each Party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.

---

County of San Diego, Health & Human Services Agency, Training and Development  
(HHSA T&D)

And

Southwestern Community College District (Contractor)

Agreement for:

Exhibits A, B, & C

July 2008 – June 2009

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The signatures below indicate agreement to the terms/conditions outlined in the following contracts:

Exhibit A: Adult, Child & Infant Heartsaver and AED Certification Class (Layperson)

Exhibit B: CPR Renewal for Healthcare Provider

Exhibit C: First Aid Classes

Date:

County of San Diego, HHSA  
Training and Development

By: \_\_\_\_\_

Name: Mayda Downs

Title: Training & Development  
Manager

Address: 5201 Ruffin Road, Suite G  
San Diego, CA 92123

Date:

Southwestern Community College  
District

By: \_\_\_\_\_

Name: Raj K. Chopra, Ph.D.

Title: Superintendent/President

Address: 900 Otay Lakes Road  
Chula Vista, CA 91910

Originator: William C. Kinney, Dean  
Higher Education Center at National City

Account No. No cost to the District

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning

Date: 6/17/08 # A2448.08 <sup>dh</sup>

# ITEM #16 A5



July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: *R*  
Ron S. Dyste  
Vice President for Academic Affairs

INITIATED BY: Terry Davis *TD*  
Interim Dean, School of Health, Exercise Science and Athletics

SUBJECT: Agreement with San Diego State University  
School of Exercise and Nutritional Sciences

RECOMMENDATION

Approve Agreement No. A2471.08 with San Diego State University School of Exercise and Nutritional Sciences, to provide a clinical education experience, for the period July 10, 2008 to June 30, 2013, inclusive, at no cost to the District.

OVERVIEW

This agreement would authorize an internship program between Southwestern College and San Diego State University. Southwestern College will serve as one of many rotation sites for students to gain experience working in a professional clinical site. The District will benefit by the utilization of services to Southwestern College's Athletic Program provided by the students of the Athletic Training Professional Program of the School of Exercise & Nutritional Sciences at San Diego State University as part of their learning experience.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

TD:jsi

**SAN DIEGO STATE UNIVERSITY**  
**School of Exercise & Nutritional Sciences**  
**Athletic Training Program**

DISTRICT AGREEMENT

THIS AGREEMENT, entered into on the 10<sup>th</sup> day of July, 2008 by and between the San Diego State University School of Exercise and Nutritional Sciences, hereinafter referred to as UNIVERSITY and Southwestern Community College District hereinafter referred to as DISTRICT.

WITNESSETH:

WHEREAS, the DISTRICT is able to provide a clinical education experience for students in the Athletic Training Professional Program of School of Exercise & Nutritional Sciences at San Diego State University, and;

WHEREAS, this experience would further the professional training of such students, and;

WHEREAS, the DISTRICT believes the services to be provided by the student as part of their learning experience would be of benefit to the DISTRICT, and;

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY use the educational and athletic facilities of the DISTRICT for their clinical education experience.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

RESPONSIBILITY OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the DISTRICT at least once each semester, and monitor the instruction of the clinical proficiencies required of each student assigned to the DISTRICT site. The students will be assigned to the DISTRICT as one of the rotation sites for 1½ – 2½ years (not to exceed 2½ years), and will rotate to another site at some point during their tenure in the program based upon length of time in the Professional Program.
2. The UNIVERSITY shall complete periodic evaluations of the students at least once a semester regarding their performance at the DISTRICT site. In addition, the UNIVERSITY will complete periodic reviews of the DISTRICT site for verification of quality of educational experience for the students.
3. The UNIVERSITY will assure that a student will be eligible for the clinical education experience only after specific course work, (BIO 212, ENS 265/265L, and ENS 289) has been satisfactorily completed and application and admittance has been made to the Athletic Training Professional Program.

4. The UNIVERSITY will assure that acceptance as a professional program student is based on an application review and personal interview process by and on approval of the UNIVERSITY faculty and the DISTRICT site supervisors.
5. The UNIVERSITY agrees to provide Clinical Instructor in-services on an as needed basis that will qualify each certified athletic trainer at the DISTRICT site to become an "Approved Clinical Instructor".
6. The UNIVERSITY reserves the right to remove a student from the DISTRICT site based upon removal from the Professional Program or unprofessional conduct at the DISTRICT site.
7. The UNIVERSITY and the DISTRICT agree that selection and placement of students shall not discriminate against a student for reasons of race, gender, creed, color or age. Selection of students, however, is dependent on the published "Technical Standards for Admission" that ensures students physical, cognitive, and emotional ability to perform the tasks associated with the clinical education experience, either with or without accommodation as determined by the Disabled Student Services (DSS) office at the UNIVERSITY.

#### RESPONSIBILITY OF THE STUDENT

1. Student will conform to the administrative policies, standards and practices of the UNIVERSITY and DISTRICT, and to the ethical and legal standards of the profession.
2. Student will provide own transportation to the DISTRICT site.
3. Student will obtain prior written approval of the DISTRICT and the UNIVERSITY before publishing any material relating to the clinical education experience.
4. Student in collaboration with supervisors at the DISTRICT site will set times, location and responsibilities of the field experience.
5. Student will notify the DISTRICT site of illness, accident or any other situation which does not allow student to meet the prearranged expectations at the DISTRICT site.
6. Student will maintain current CPR certification while assigned to the DISTRICT site.

### RESPONSIBILITY OF THE DISTRICT

1. The DISTRICT shall provide an on-site experience for the student which is pertinent and meaningful for students enrolled in the Athletic Training Professional Program.
2. The DISTRICT agrees to have all certified athletic trainers responsible for supervising students, satisfactorily complete a Clinical Instructor In-Service. This is an on-going requirement for each supervising athletic trainer that will be provided by the UNIVERSITY.
3. The DISTRICT will provide adequate supervision of the student by a Board of Certified (BOC) Athletic Trainer. Adequate supervision is defined as daily personal/verbal contact at the site of supervision between the student and certified athletic trainer. The supervising certified athletic trainer must be on site where the athletic training experience hours are being obtained, and must be physically present in order to intervene on behalf of the individual being treated. Supervising athletic trainers shall afford supervision adequate to assure that the student performs his or her tasks in a manner consistent with the Standards of Practice of the profession of Athletic Training.
4. The DISTRICT must maintain a record of each student's experiential hours for future reference by prospective employers and/or state licensing officials.
5. The DISTRICT will accept no more students from the UNIVERSITY than the DISTRICT staff, space and program permit. In addition, the DISTRICT agrees to accept only those students who are part of the Professional Program, unless the UNIVERSITY is unable to provide a sufficient number of students to fill the DISTRICT'S designated number of slots.
6. The DISTRICT agrees to operate within the Athletic Training Scope of Practice and adhere to ethical and legal standards of the profession.
7. The DISTRICT will provide the student with a thorough orientation to the DISTRICT administrative policies, standards and practices.
8. The DISTRICT will set up times, locations and responsibilities with the student for working at the DISTRICT site.
9. The DISTRICT agrees to educate students on the learning objectives/clinical proficiencies required for each semester of ENS 289- Pre-Professional Practicum in Athletic Training and ENS 389A-D- Practicum in Athletic Training.
10. The DISTRICT agrees to verify student competency on the learning objectives/clinical proficiencies as outlined in the syllabi for ENS 289- Pre-Professional Practicum in Athletic Training and ENS 389A-D- Practicum in Athletic Training.
11. The DISTRICT agrees not to use students as a labor force and will seek to continually offer optimal educational opportunities for students assigned to the DISTRICT site.
12. The DISTRICT agrees to ensure appropriate team and/or clinical assignments for students in order to fulfill the program requirements:

- A. The DISTRICT is required to provide the student with a minimum of two academic years of clinical experience. The clinical setting shall include the athletic training room(s), athletic practices, and competitive events for a minimum of one of the two academic years.
- B. The DISTRICT shall provide students with exposure to upper extremity, lower extremity, equipment intensive, and general medical experiences of both genders.
13. The DISTRICT agrees to require on-going current certification in CPR for all students assigned to the DISTRICT site. The UNIVERSITY shall advise students of this requirement.
14. The DISTRICT may notify in writing to the UNIVERSITY, the desire to terminate or cancel any student whose performance is unsatisfactory, whose personal characteristics prevent relationships within the DISTRICT, or whose health status is a detriment to successful completion of the clinical education experience. Prior to any cancellation or termination, the DISTRICT and the UNIVERSITY will consult about the proposed action.

#### INDEMNIFICATION

1. The UNIVERSITY shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. The DISTRICT shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. It is the intention of the UNIVERSITY and the DISTRICT that the provision of this paragraph be interpreted to impose on each part responsibility for the negligence of their respective officers, agents and employees.

#### INSURANCE

1. The DISTRICT will procure and maintain in full force and effect insurance with a minimum of \$1 million per occurrence with a \$24 million umbrella, to cover their obligations and liability under this Agreement.
2. The State of California has elected to be self-insured for its general liability, vehicle liability, Workers' Compensation, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, the Trustees, and its system of campuses are included in this self-insured program.
- A. Professional Liability Insurance. The UNIVERSITY shall advise students of the DISTRICT insurance requirements. Students shall secure Professional Liability Insurance at their own expense and carry such insurance in full force during the term of their respective placements in an amount of no less than \$1 Million per occurrence and \$3 Million annual aggregate. The UNIVERSITY does not cover students' liabilities.

The UNIVERSITY makes no warranties as to the nature or quality of the coverage or the financial integrity of the insurers.

- B. Worker's Compensation Insurance. The State of California has elected to be self-insured for Worker's Compensation Insurance. When appropriate and necessary, the UNIVERSITY will cover Workers' Compensation liability for eligible student training in off campus facilities as provided in a duly executed written agreement with the DISTRICT.

TERM AND TERMINATION OF AGREEMENT

THE TERM of this Agreement shall be effective July 10, 2008, and shall continue through June 30, 2013, unless terminated sooner in writing by either party as provided herein.

THIS AGREEMENT may be terminated by either the UNIVERSITY or the DISTRICT, with ninety (90) days prior written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

**BY:**

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

\_\_\_\_\_  
Signature

Name: Raj K. Chopra, Ph.D.  
Title: Superintendent/President

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: James Hammond  
Title: Head Athletic Trainer

Date: \_\_\_\_\_

**San Diego State University**  
5500 Campanile Drive  
San Diego, CA 92182

\_\_\_\_\_  
Signature

Name: Janet Harris  
Title: Chairperson, Department of  
Exercise & Nutritional Sciences

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: Cathleen Austin  
Title: Contracts and Facilities Specialist  
Purchasing & Contracting Office

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: Marcia Klaiber  
Title: Program Director  
Athletic Training Program

Date: \_\_\_\_\_

Originator: Terry Davis, Interim Dean

Health, Exercise Science and Athletics

Account #: No Cost to the District.

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning

Date: 6/11/08 # 42471-08

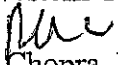
# ITEM #16 B1





July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Thomas Beasley   
Acting Vice President for Business & Financial Affairs

INITIATED BY: John M. Wilson   
Senior Director of Business, Operations & Facilities Planning

SUBJECT: Amendment to Agreement with VIP World, Inc.

RECOMMENDATION

Approve Amendment No. 3 to Agreement No. A2472.08 with VIP World, Inc., to amend present agreement for facility use to reduce the monthly rent, from \$3,216 to \$1,608 for the period July 10, 2008 to June 30, 2009, inclusive, this is a reduction of total annual revenue in a amount not to exceed \$19,296.

OVERVIEW

The tenant has requested a temporary reduction in rent due to the poor business climate in National City. The delayed redevelopment of the area has created a hardship for this firm. District staff has reviewed the financial statements and have determined a significant drop in revenue over the past six months. Based on this data, District staff is recommending this temporary rent reduction to ensure continued food service for our students and staff at the Higher Education Center in National City. No other changes to the existing agreement are being requested.

FISCAL IMPACT/FUNDING SOURCE

Account No. 8854-683000-876

JMW/lh

Ammended Facility Rental Fee

**Southwestern Community College District  
And  
VIP World, Inc., dba The Living Room Coffee House**

This Addendum is attached to and incorporated by reference to Agreement No. A2472.08, entered into on April 15, 2003 between Southwestern Community College District, referred to in the Agreement as the District, and VIP World, Inc. dba The Living Room Coffee House, referred to in the Agreement as the Lessor.

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

**The Following Sections on the Original Contract are Being Modified:**

**Section 1.7 – Base Rent and Other Monies Paid Upon Execution**

Monthly rent will be reduced from \$3,216 per month to \$1,608 per month. This reduction will commence July 10, 2008 and shall terminate June 30, 2009.

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

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**Southwestern Community College District**

**VIP World, Inc., dba  
The Living Room Coffee House**

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Raj K. Chopra, Ph.D.  
Superintendent/President

---

Sam S. Azzu, President

Originator: John M. Wilson, Senior Director of  
Business, Operations, & Facilities Planning  
Account No. 8854-683000-876  
(Reduction of rent for facility.)

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 6/17/08 #A2472.08

# ITEM #16 C1

July 9, 2008

MEMORANDUM

TO: Members of the Governing Board  
Southwestern Community College District

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

SUBMITTED BY: Greg R. Sandoval *GRS*  
Vice President for Student Affairs

INITIATED BY: Brent Chartier *BC*  
Chief of Police

SUBJECT: Agreement with the City of San Diego Office of Homeland Security

RECOMMENDATION

Approve Memorandum of Understanding No. M4032.08 with the City of San Diego Office of Homeland Security, for personal protective equipment, for the period beginning July 10, 2008, continuing until grant proceeds are exhausted, at no cost to the District.

OVERVIEW

This agreement will provide personal protective equipment identified by the grant coordinator, Lt. Edward Gilbert, San Diego State University Police, for each officer of the Southwestern Community College District Police Department to use during police response involving hazardous materials and weapons of mass destruction.

The use of this equipment will allow officers, who arrive at a scene where biological, nuclear, chemical or incendiary explosives are present, to safely perform their duties while they render assistance, preserve life and protect the scene. Without this equipment, the officers' safety would be negated and they would be unable to participate in the incident.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

prp

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO OFFICE OF  
HOMELAND SECURITY AND THE SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING

This MEMORANDUM OF UNDERSTANDING (MOU) is effective July 10, 2008, between the CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY and SOUTHWESTERN COMMUNITY COLLEGE DISTRICT under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (Attachment A).
2. The Participating Agency agrees to submit a Reimbursement Request Form by the 10th day of each month to request reimbursement for costs incurred in accordance with the UASI grant program guidelines.
3. The Participating Agency agrees to submit at the time of signing of this MOU, and on October 1 of each year thereafter, a verified confirmation of its public safety personnel by category and within the definitions provided in item 3.1 below for each of those categories. Public safety personnel shall only be counted in one category and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records by category in the format below.

- 3.1 Public safety personnel categories and definitions shall be as follows (civilian personnel shall not be counted):

**Fire Services (FS)** - Personnel at the urban area jurisdiction level who are in personnel classifications which provide services as first responders and meet the Hazmat First Responder Operations level requirements of the Code of Federal Regulations (CFR) 291910.120 Section Q and Title 8 California Code of Regulations (CCR) Section 5192.

**Law Enforcement (LE)** - Personnel, in accordance with the provisions of California Penal Code Sections 830-832.16, who work for agencies at the local and municipal level with responsibility as sworn law enforcement officers.

**Emergency Medical Services (EMS)** - Personnel and contractors who, on a full-time or part-time basis, serve as first responders, Emergency Medical Technician (EMT) I, II or Paramedic on ground-based and aero-medical services to provide pre-hospital care through ambulance service, rescue squad or medical engine company. Personnel must meet the requirements set forth in the California Code of Regulations Title 22. Social Security, Division 9. Pre-hospital Emergency Medical Services Chapter 2, 3 or 4.

**HazMat (HZ)** - Personnel, full-time or part-time, who identify, characterize, or provide risk assessment, and mitigate/control the release of a hazardous substance or potentially hazardous substance as Hazardous Materials Specialists or Technicians and members of the Hazardous Incident Response Team.

4. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$300,000 or more of federal funds during their respective fiscal year agree to submit an organization-wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through

**Memorandum of Understanding - Urban Area Security Initiative Grant Funding**

Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.

5. The Participating Agency agrees that all its expenditures shall be in accordance with the pre-approved expenditure details as submitted to the City and approved by the State of California Office of Homeland Security (CA-OHS) and the U.S. Department of Homeland Security Office of Domestic Preparedness (ODP). Any deviations from the pre-approved list shall be submitted to the City for approval before making such expenditures.
6. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
7. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of San Diego Office of Homeland Security and Southwestern Community College District, by and through their authorized representatives.

**CITY OF SAN DIEGO**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Raj K. Chopra, Ph.D.  
Superintendent/President

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding  
this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**MICHAEL AGUIRRE, City Attorney**

By: \_\_\_\_\_  
Deputy City Attorney

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 6/19/08 #M 4032.08 <sup>084</sup>

**Office of Homeland Security**  
**FY07 Urban Area Security Initiative**

***Grant Assurances***  
**(All Applicants)**

Name of Applicant: Brent G. Chartier, Chief of Police, Southwestern Community College District

Address: 900 Otay Lakes Road

City: Chula Vista State: California Zip Code: 91910

Telephone Number: (619) 482-6585

Fax Number: (619) 482-6538

E-Mail Address: bchartier@swccd.edu

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for Federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the Federal Department of Homeland Security and sub-granted through the State of California.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally-accepted accounting standards or awarding agency directives.
4. Will provide progress reports and such other information as may be required by the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;

- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
  - j. Title 28, CFR, Part 35;
  - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
  - l. The requirements on any other nondiscrimination statute(s) which may apply to the application.
8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases.
9. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
10. Will comply with environmental standards which may be prescribed pursuant to the following:
- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - b. Notification of violating facilities pursuant to EO 11738;
  - c. Protection of wetlands pursuant to EO 11990;



- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - e. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - f. Conformity of federal actions to State (Clean Air) Implementation Plans under Section FY06 Homeland Security Grant Program Page 45 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
  - g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523);
  - h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and
  - i. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
11. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).
  13. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
  14. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance through the State of California, agree to the following:
    - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
    - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
    - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal fiscal year.
  15. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
  16. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole, or in part, with federal funds.

17. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. FY06 Homeland Security Grant Program Page 46
19. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
20. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally-assisted construction sub-agreements.
21. Will not make any award or permit any award (sub-grant or contract) to any party which is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
22. Agrees that:
  - a. No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including sub-grants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub-recipients shall certify and disclose accordingly.
  - d. 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.
23. Agrees that equipment acquired or obtained with grant funds:
  - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.

- b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
  - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
24. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
25. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66 or 70, that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
26. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
27. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, including:
- a. Part 18, Administrative Review Procedures
  - b. Part 20, Criminal Justice Information Systems
  - c. Part 22, Confidentiality of Identifiable Research and Statistical Information
  - d. Part 23, Criminal Intelligence Systems Operating Policies
  - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
  - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services
  - g. Part 38, Equal Treatment of Faith-based Organizations
  - h. Part 63, Floodplain Management and Wetland Protection Procedures
  - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures
  - j. Part 61, Procedures for Implementing the National Environmental Policy Act
  - k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs
  - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

- m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement)
  - n. Part 69, New Restrictions on Lobbying
  - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations
  - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants)
28. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  29. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
  30. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  31. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  32. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
  33. Will comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
  34. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
  35. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
  36. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510
    - a. The applicant certifies that it and its principals:
      - i. are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
      - ii. have not, within a three-year period preceding this application, 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.

- iii. 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 (1)(b) of this certification.
- iv. have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

- b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

37. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Sub-part F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620, the applicant certifies that it will, or will continue to, provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
  - i. The dangers of drug abuse in the workplace
  - ii. The grantee's policy of maintaining a drug-free workplace
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph(a)
- d. Notifying the employee in the statement required by paragraph(a) that, as a condition of employment under the grant, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under sub-paragraph(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs,  
ATTN: Control Desk,  
633 Indiana Avenue, N.W., Washington, D.C. 20531.

**Notice shall include the identification number(s) of each affected grant**

- f. Taking one of the following actions, within 30 calendar days of receiving notice under sub-paragraph (d)(2), with respect to any employee who is so convicted
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named applicant to enter in this agreement for, and on behalf of, the said applicant.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: Raj K. Chopra, Ph.D.

Title: Superintendent/President  
Southwestern Community College District

Date: \_\_\_\_\_

Approved As To Form:  
Office of the Senior Director of  
Business Operations & Facilities  
Planning  
Date: 6/19/08 #M4032-08 *LA*

**LIST OF EQUIPMENT IDENTIFIED BY GRANT COORDINATOR  
LT. EDWARD GILBERT (SDSU POLICE)**

**Southwestern Community College District**

1. MSA Millennium Mask APR CBRN approved (13)
2. MSA UN Threaded Canister WMD/CBRN approved (42)
3. Onguard Boot Covers 50 mil. PVC (26)
4. Kappler Duct/Chem tape (1 case)
5. Best N-Dex Gloves (2 packs)
6. Ansell Neoprene Gloves (2 doz)
7. North Silver Shields (Disp. Viton) (2 packs)
8. DuPont Tychem F Coveralls (Level C) (3 cases)
9. Norcross Haz Mat Boots (13)

# ITEM #17 A

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RESOLUTION #1578

RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL  
AND PICK-UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Southwestern Community College District, San Diego County ON MOTION OF  
member \_\_\_\_\_, seconded by member \_\_\_\_\_  
effective 7/01/08 through June 30, 2009.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (one person only) to receive mail from the Accounting/Payroll Sections is Bernadette Sampson.
2. The authorized person(s) to pick up warrants from the County Office (other than the mail addressee) are Francisco Ambriz, Thomas Beasley,  
Jack Erzoj, Jenny Freeman, Lori Gorton,  
Bernadette Sampson, and John Wilson
3. 

	Mail	Hold	
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly payroll warrants each and every month.
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Daily/Hourly payroll warrants each and every month

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the County Office.

PASSED AND ADOPTED by said Governing Board on 7/9/08 by the following vote:  
(Date)

AYES: \_\_\_\_\_ MEMBERS  
NOES: \_\_\_\_\_ MEMBERS  
ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

I, Raj K. Chopra, Ph.D., Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

San Diego County Office of Education

# ITEM #18 A

## DISTRICT MISSION & PHILOSOPHY

Reference: Accreditation Standard One

### Mission Statement

Southwestern Community College District is committed to meeting the educational goals of its students in an environment that promotes intellectual growth and develops human potential.

### Philosophy

The mission of Southwestern Community College District is committed to serve its diverse and multicultural community by providing dynamic, quality education which promotes the personal, career, and educational goals of its members. To this end, the College District encourages participation by all to improve the quality of life for individuals, and to promote the social, economic and cultural development of their communities. To fulfill that mission, the College District believes in:

**Quality education to meet individual needs.** The College District recognizes that students are individuals with different degrees of preparedness, and different reasons for seeking an education, and as such, respond to different instructional approaches and must have the freedom to enroll in classes appropriate to their ability levels. The College District thus aims to provide excellent instruction matched to the needs and abilities of its students.

**Quality education to meet educational needs.** The College District subscribes to the principle that each person has worth, integrity and dignity, and that each can grow in the attainment of intellectual curiosity, creativity, cultural appreciation and moral and spiritual values.

**Quality education to meet career needs.** The College District further recognizes that community residents should have the opportunity to develop skills needed for employment and a meaningful career; these skills can be further developed, strengthened and refined at the College District to meet the requirements of the dynamic and rapidly changing technological culture in which we live.

**Quality education to meet community needs.** The College District believes that learning is a lifelong process and that the College District should play an active role in stimulating the quality of life of the community through its educational endeavors. The College's District's aim is to prepare students for their role as informed mature participants in a democratic society, for it recognizes that the rights of citizens are

## **DISTRICT MISSION & PHILOSOPHY**

inseparably associated with their responsibilities. Southwestern Community College District recognizes its unique role in multicultural communication and education and is committed to promoting an understanding and appreciation for the diversity of cultures in our community.

The District Mission & Philosophy shall be evaluated and revised on a regular basis.

## EQUAL EMPLOYMENT OPPORTUNITY

**References:** Education Code Sections 87100 et seq.;  
Title 5 Sections 53000 et seq.

The Southwestern Community College District shall not discriminate against any person in employment or in any program affiliated with the District on the basis of age, ancestry, color, ethnic group identification, national origin, religion, race, sex, sexual orientation, physical or mental disability, veteran status, 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.

The District is committed to the implementation of its Equal Employment Opportunity Plan (EEO Plan) and to overcoming all forms of institutional and/or personal exclusion or discrimination within the District, whether purposeful or inadvertent. The Governing Board, administration, faculty and staff must recognize that equal employment opportunity is a shared responsibility. Each employee must be held accountable for application and enforcement of the EEO Plan within his or her area of authority. It is only through combined efforts that the District will successfully develop and maintain a workforce that is welcoming to all persons. The District will ensure that the recruitment, screening, selection, hiring and promotional processes are in accordance with principles of equal employment opportunity (District Policy & Procedure No. 7120: Recruitment & Hiring). The District will comply with Title III of the Americans with Disabilities Act of 1990 and conform to the principles of Universal Design, thereby promoting the values of diversity and inclusion, benefiting all members of the Southwestern Community College District, including individuals from all ethnic and other groups protected from discrimination by Title 5, section 53000, et seq.

The Governing Board supports the intent set forth by the California Legislature to ensure continuing good faith efforts are made to build a community in which opportunity is equalized. Its goal is to foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, harmony and respect, increased student success and better enables students to flourish as citizens of the world. The Governing Board therefore commits itself to promoting the total realization of equal employment through a continuing equal employment opportunity program, described fully in the District's EEO Plan.

See also, Policy & Procedure No. 3430 "Prohibition of Harassment & Discrimination"

# ITEM #18 B1

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES and EXPENSES  
GENERAL FUND - Unrestricted  
REPORT ENDING  
May 31, 2008

**UNRESTRICTED FUNDS**

<u>GL Account Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
Federal	\$ 78,971	\$ 78,971	\$ 6,140	8%	\$ -	\$ 72,831
State Revenues	\$ 54,698,032	\$ 54,698,032	\$ 49,718,688	91%	\$ -	\$ 4,979,344
Local Revenues	\$ 24,689,180	\$ 24,708,554	\$ 22,465,371	91%	\$ (100)	\$ 2,243,284
Other Revenues	\$ 345,000	\$ 345,000	\$ 231,639	67%	\$ (1,981)	\$ 115,323
Beginning balance	\$ 3,460,103	\$ 3,460,103	\$ 3,460,103	100%	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 83,271,286</b>	<b>\$ 83,290,660</b>	<b>\$ 75,881,940</b>	<b>91%</b>	<b>\$ (2,061)</b>	<b>\$ 7,410,782</b>
Academic Salaries	\$ 37,368,888	\$ 37,568,299	\$ 35,708,840	95%	\$ -	\$ 1,859,659
Classified and Other Nonacademic Salaries	\$ 18,832,717	\$ 19,079,702	\$ 16,567,893	87%	\$ -	\$ 2,512,010
Employee Benefits	\$ 12,687,000	\$ 13,472,994	\$ 11,908,323	88%	\$ 15,640	\$ 1,549,031
Supplies and Materials	\$ 1,932,460	\$ 1,544,416	\$ 883,871	57%	\$ 142,486	\$ 518,059
Other Operating Expenses and Services	\$ 10,040,229	\$ 9,637,805	\$ 6,709,883	70%	\$ 1,135,750	\$ 1,792,193
Capital Outlay	\$ 1,542,699	\$ 1,611,471	\$ 385,823	23%	\$ 130,507	\$ 1,115,141
Other Outgo	\$ 887,294	\$ 376,172	\$ 3,136	1%	\$ 428	\$ 372,608
<b>Total Expenses</b>	<b>\$ 83,271,286</b>	<b>\$ 83,290,660</b>	<b>\$ 72,147,149</b>	<b>87%</b>	<b>\$ 1,424,811</b>	<b>\$ 9,718,700</b>
<b>Revenues minus Expenditures</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ 3,734,791</b>		<b>\$ -</b>	

SOUTHWESTER COLLEGE  
STATEMENT OF REVENUES and EXPENSES  
GENERAL FUND - Restricted  
REPORT ENDING  
May 31, 2008

**RESTRICTED FUNDS**

<u>GL Account Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
Federal Revenues	\$ 1,459,143	\$ 4,717,560	\$ 2,254,370	48%	\$ -	\$ 2,463,190
State Revenues	\$ 7,705,967	\$ 10,694,002	\$ 10,511,474	98%	\$ -	\$ 182,529
Local Revenues	\$ 3,275,259	\$ 4,459,938	\$ 4,047,974	91%	\$ (30)	\$ 411,994
Other Revenues	\$ -	\$ -	\$ (604,663)		\$ (8,187)	\$ 612,850
<b>TOTAL REVENUES</b>	<b>\$ 12,440,369</b>	<b>\$ 19,871,499</b>	<b>\$ 16,209,154</b>	<b>82%</b>	<b>\$ (8,217)</b>	<b>\$ 3,670,562</b>
Academic Salaries	\$ 3,493,637	\$ 4,075,661	\$ 2,822,952	69%	\$ -	\$ 1,252,709
Classified and Other Nonacademic Salaries	\$ 4,269,010	\$ 6,714,813	\$ 5,097,195	76%	\$ -	\$ 1,617,618
Employee Benefits	\$ 1,593,949	\$ 2,132,189	\$ 1,684,190	79%	\$ -	\$ 447,999
Supplies and Materials	\$ 480,883	\$ 1,529,912	\$ 850,861	56%	\$ 110,414	\$ 568,637
Other Operating Expenses and Services	\$ 1,327,179	\$ 2,993,763	\$ 1,422,465	48%	\$ 72,877	\$ 1,498,421
Capital Outlay	\$ 617,355	\$ 1,328,174	\$ 783,088	59%	\$ 117,294	\$ 427,792
Other Outgo	\$ 658,356	\$ 1,096,987	\$ 1,068,522	97%	\$ 10,450	\$ 18,015
<b>TOTAL EXPENSES</b>	<b>\$ 12,440,369</b>	<b>\$ 19,871,499</b>	<b>\$ 13,729,273</b>	<b>69%</b>	<b>\$ 311,035</b>	<b>\$ 5,831,191</b>
 Revenues minus Expenditures	 -	 \$ (0)	 \$ 2,479,881		 \$ -	



SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES and EXPENSES  
GENERAL FUND - Unrestricted/Restricted  
REPORT ENDING  
May 31, 2008

**UNRESTRICTED & RESTRICTED - COMBINED**

<u>GL Account Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
Federal	\$ 1,538,114	\$ 4,796,531	\$ 2,260,510	47%	\$ -	\$ 2,536,021
State Revenues	\$ 62,403,999	\$ 65,392,034	\$ 60,230,161	92%	\$ -	\$ 5,161,873
Local Revenues	\$ 27,964,439	\$ 29,168,492	\$ 26,513,345	91%	\$ (130)	\$ 2,655,277
Other Financial Serv	\$ 345,000	\$ 345,000	\$ (373,024)	-108%	\$ (10,148)	\$ 728,173
Beginning Balance	\$ 3,460,103	\$ 3,460,103	\$ 3,460,103	100%	\$ -	\$ -
<b>TOTAL REVENUES -</b>	<b>\$ 95,711,655</b>	<b>\$ 103,162,160</b>	<b>\$ 92,091,094</b>	<b>89%</b>	<b>\$ (10,278)</b>	<b>\$ 11,081,344</b>
Academic Salaries	\$ 40,862,525	\$ 41,643,961	\$ 38,531,592	93%	\$ -	\$ 3,112,368
Classified and Other Nonacademic Salaries	\$ 23,101,727	\$ 25,794,515	\$ 21,664,888	84%	\$ -	\$ 4,129,627
Employee Benefits	\$ 14,260,949	\$ 15,605,183	\$ 13,592,513	87%	\$ 15,640	\$ 1,997,030
Supplies and Materials	\$ 2,413,343	\$ 3,074,328	\$ 1,734,731	56%	\$ 252,900	\$ 1,086,697
Other Operating Expenses and Services	\$ 11,367,408	\$ 12,631,368	\$ 8,132,128	64%	\$ 1,208,627	\$ 3,290,614
Capital Outlay	\$ 2,160,054	\$ 2,939,645	\$ 1,148,912	39%	\$ 247,801	\$ 1,542,933
Other Outgo	\$ 1,545,650	\$ 1,473,159	\$ 1,071,658	73%	\$ 10,878	\$ 390,623
<b>TOTAL EXPENDITURES -</b>	<b>\$ 95,711,655</b>	<b>\$ 103,162,160</b>	<b>\$ 85,876,422</b>	<b>83%</b>	<b>\$ 1,735,845</b>	<b>\$ 15,549,892</b>
 Revenues minus Expenditures	 \$ 0	 \$ 0	 \$ 6,214,672		 \$ -	

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES  
GENERAL FUND - Unrestricted/Restricted (Combined)  
Report Ending  
May 31, 2008

	<u>GL Account</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
Federal Revenues	1. Vet Ed Outreach Program	365,847	365,847	360,960	99%	0	4,887
	2. Workforce Investment	0	5,272	5,282	100%	0	-10
	3. Military Personnel Development Con.	99,110	119,254	99,816	84%	0	19,638
	4. Federal Student Financial Aid	53,971	53,971	0	0%	0	53,971
	5. FWS Admin Allowance	0	0	16,812	0%	0	-16,812
	6. Veterans Services	0	0	6,140	0%	0	-6,140
	7. VATEA	878,937	887,859	533,426	60%	0	354,433
	8. Other Federal Revenues	140,249	3,364,328	1,238,274	37%	0	2,126,053
	<b>Total Federal Revenues</b>	<b>1,538,114</b>	<b>4,796,531</b>	<b>2,260,510</b>	<b>47%</b>	<b>0</b>	<b>2,536,021</b>
State Revenues	9. Two Percent Bogg	94,000	94,000	71,408	76%	0	22,592
	10. State General Apportionment	462,411	482,925	438,115	91%	0	44,810
	11. Princ. State Appmnt	52,036,682	52,036,682	45,694,178	88%	0	6,342,504
	12. Prior Year General Apportionment	0	0	2,090,138	0%	0	-2,090,138
	13. Basic Skills Growth	898,338	970,791	2,001,580	206%	0	-1,030,789
	14. PT Faculty Parity	653,332	653,332	602,266	92%	0	51,066
	15. Categorical Apportionment	355,000	983,791	957,028	97%	0	26,763
	16. EOPS	2,404,645	2,591,216	2,204,065	85%	0	387,151
	17. Phy Hand Exces Cost	1,298,562	1,446,199	1,337,258	92%	0	108,941
	18. District Match	0	129,004	110,140	85%	0	18,864
	19. Other Categorical Apportionment	1,025,920	923,578	1,067,383	116%	0	-143,805
	20. Matriculation	918,449	1,051,320	967,214	92%	0	84,106
	21. State Grant	0	107,640	204,318	190%	0	-96,678
	22. Tax Relief Subvent	200,000	200,000	137,752	69%	0	62,248
	23. Lottery Proceeds	1,970,000	2,669,031	1,459,674	55%	0	1,209,357
	24. Other State Revenues	86,660	1,052,525	887,645	84%	0	164,880
	<b>Total State Revenues</b>	<b>62,403,999</b>	<b>65,392,034</b>	<b>60,230,161</b>	<b>92%</b>	<b>0</b>	<b>5,161,873</b>
	<b>Beginning Balance Local:</b>	<b>3,460,103</b>	<b>3,460,103</b>	<b>3,460,103</b>	<b>100%</b>	<b>0</b>	<b>0</b>

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES  
GENERAL FUND - Unrestricted/Restricted (Combined)  
Report Ending  
May 31, 2008

	<u>GL Account</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
Local	25. Secured Roll Taxes	16,300,000	16,300,000	15,614,639	96%	0	685,361
Revenues	26. Unsecured Roll Taxes	1,000,000	1,000,000	453,932	45%	0	546,068
	27. Prior Year Taxes	700,000	700,000	714,824	102%	0	-14,824
	28. Foundation Grant		30,635	65,086	212%	0	-34,451
	29. GF : Student Lost/Overaged Checks	50,000	50,000	60,246	120%	0	-10,246
	30. GF : Overage Warrants/Payroll	30,000	30,000	1,696	6%	0	28,304
	31. ROP Contract	1,043,573	1,119,593	939,249	84%	0	180,344
	32. Local Contract Services	0	622	661	0%	0	-39
	33. Individual Service Contracts	194,017	361,845	407,696	113%	-30	-45,821
	34. Sale of Publications	6,000	27,652	111,367	403%	0	-83,715
	35. Cash Over	0	0	1,044	0%	0	-1,044
	36. CDC Rental	90,000	90,000	94,501	105%	0	-4,501
	37. Game Room Income	9,500	9,500	5,919	62%	0	3,581
	38. Facility Use Fee	353,030	404,186	244,171	60%	0	160,015
	39. Interest Earned	775,000	775,000	527,955	68%	0	247,045
	40. Two Percent Enrollment Split	94,646	94,646	0	0%	0	94,646
	41. Community Services	0	70,950	98,138	138%	0	-27,188
	42. Enrollment Fees	4,200,000	4,200,000	3,816,149	91%	0	383,851
	43. Health Fee	622,017	633,005	554,450	88%	0	78,554
	44. Other Student Fees	65,000	65,000	59,795	92%	0	5,205
	45. Tuition Fee	764,000	764,000	770,951	101%	0	-6,951
	46. Parking Services Fee	988,025	1,126,665	689,166	61%	0	437,499
	47. Credit By Exam	0	205	14,016	6837%	0	-13,811
	48. Course Audit	18,500	18,500	16,077	87%	0	2,423
	49. Fines and Collection Charges	0	0	108,619	0%	0	-108,619
	50. Cobra	0	0	266	0%	0	-266
	51. Misdiplay Permit Charge	0	0	674	0%	0	-674
	52. Local Miscellaneous Income	651,131	1,249,066	1,072,318	86%	0	176,748
	53. Transfer In Staff Parking	10,000	10,000	0	0%	0	10,000

SOUTHWESTERN COLLEGE  
STATEMENT OF REVENUES  
GENERAL FUND - Unrestricted/Restricted (Combined)  
Report Ending  
May 31, 2008

	<u>GL Account</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
	54. Other Local Revenues	0	37,423	69,736	186%	-100	-32,213
	<b>Total Local Revenues</b>	<b>31,424,542</b>	<b>32,628,595</b>	<b>29,973,448</b>	<b>92%</b>	<b>-130</b>	<b>2,655,277</b>
Other Revenues	55. Transfer In - Bookstore	345,000	345,000	35,000	10%	0	310,000
(Transfers In)	56. Revenue Suspense	0	0	-408,024		-10,148	418,173
	<b>Total Other Revenues</b>	<b>345,000</b>	<b>345,000</b>	<b>-373,024</b>	<b>-108%</b>	<b>-10,148</b>	<b>728,173</b>
	<b>Total Revenues</b>	<b>95,711,655</b>	<b>103,162,160</b>	<b>92,091,094</b>	<b>89%</b>	<b>-10,278</b>	<b>11,081,344</b>

SOUTHWESTERN COLLEGE  
STATEMENT OF EXPENSES  
GENERAL FUND - Restricted/Unrestricted (Combined)  
REPORT ENDING  
May 31, 2008

**EXPENSES - COMBINED**

<u>Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
1. Academic Salaries - Contract	17,917,460	17,917,460	17,644,029	98%	0	273,431
2. Academic/Non Instructional Sals- Contract	7,969,513	7,701,917	6,708,392	87%	0	993,524
3. Academic Salaries - Hourly	14,270,353	14,317,599	12,857,705	90%	0	1,459,894
4. Academic/Non Inst Salaries - Hourly	705,198	1,706,984	1,321,466	77%	0	385,519
5. Classified Salaries -Contract	19,524,833	20,575,543	17,715,077	86%	0	2,860,466
6. Classified Non-Instructional Hourly	2,666,306	3,830,624	2,974,461	78%	0	856,163
7. Classified Instructional Hourly	910,588	1,388,348	975,350	70%	0	412,998
8. Employee Benefits	14,260,949	15,605,183	13,592,513	87%	15,640	1,997,030
9. Text Books	30,634	31,270	25,683	82%	933	4,654
10. Books or Manuals	12,550	9,169	3,931	43%	97	5,142
11. Supplies and Materials	1,687,184	2,076,783	1,073,593	52%	135,430	867,760
12. Periodicals	99,799	179,214	125,774	70%	7,268	46,172
13. Printing & Other	476,159	522,592	367,729	70%	90,884	63,980
14. Merchant Write-Offs	35,766	36,135	27,259	75%	4,668	4,209
15. Supplies	71,251	219,165	110,763	51%	13,621	94,781
16. Operating Expense	0	18,929	18,929	100%	0	0
17. Contract Services	2,441,429	3,246,536	2,082,518	64%	272,815	891,202
18. Classified Travel	875,819	1,054,097	540,808	51%	46,831	466,458
19. Dues Memberships	164,321	176,940	153,972	87%	1,748	21,220

SOUTHWESTERN COLLEGE  
STATEMENT OF EXPENSES  
GENERAL FUND - Restricted/Unrestricted (Combined)  
REPORT ENDING  
May 31, 2008

**EXPENSES - COMBINED**

<u>Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
20. Insurance	792,239	892,239	831,881	93%		60,358
21. Phone Costs/Utilities	3,059,143	2,617,498	1,673,487	64%	462,532	481,479
22. Maintenance Contracts	2,833,727	3,120,634	2,075,279	67%	408,524	636,831
23. Postage	613,654	714,244	349,597	49%	2,126	362,521
24. Other Operating Expenses	700,000	710,056	461,400	65%	14,050	234,606
25. Indirect	-112,924	80,196	-55,743	-70%		135,939
26. Sites and Site Improvement	78,821	128,337	15,527	12%	53,240	59,570
27. Buildings	146,341	202,673	85,679	42%	28,265	88,729
28. Books & Book Abatement	80,474	120,603	108,753	90%	239	11,610
29. Equipment	1,854,418	2,488,033	938,954	38%	166,056	1,383,023
30. Interfund Transfers	310,000	310,000	0	0%	0	310,000
31. Student Financial Aid	76,063	66,235	14,096	21%	0	52,139
32. Other Payments to Students	658,293	1,096,924	1,046,183	95%	10,878	39,864
33. Golden Handshake	501,294	0	11,380	0%	0	-11,380
<b>GRAND TOTAL</b>	<b>95,711,655</b>	<b>103,162,159</b>	<b>85,876,422</b>	<b>83%</b>	<b>1,735,845</b>	<b>15,549,892</b>

**ITEM #18 B2**

Southwestern Community College District  
General Fund Cash Analysis  
For Period Ending May 31, 2008

	July	August	September	October*	November*	December	January	February	March	April	May	Average
Beginning Cash	9,154,534	5,469,946	10,019,773	8,795,215	20,039,228	4,538,963	6,721,452	6,210,913	10,493,219	6,766,383	9,850,797	8,914,584
Deposits	4,504,904	13,331,414	8,418,661	21,382,064	6,899,552	10,483,679	8,480,549	13,205,636	6,091,116	11,445,063	7,495,643	10,158,025
Cash Available	13,659,438	18,801,360	18,438,434	30,177,279	26,938,780	15,022,642	15,202,001	19,416,549	16,584,335	18,211,446	17,346,440	19,072,609
Disbursements	(8,189,492)	(8,781,587)	(9,643,219)	(10,138,051)	(22,399,817)	(8,301,190)	(8,991,088)	(8,923,330)	(9,817,952)	(8,360,649)	(8,083,267)	(10,148,149)
Month Ending Balance	5,469,946	10,019,773	8,795,215	20,039,228	4,538,963	6,721,452	6,210,913	10,493,219	6,766,383	9,850,797	9,263,173	8,924,460

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.

\* The County of San Diego inadvertently deposited San Diego Community College District's funds to SWCCD Cash account in October. It was included as repayment in November's disbursements.



# MINUTES

1

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3

4



## MINUTES

### REGULAR MEETING, GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

HIGHER EDUCATION CENTER AT NATIONAL CITY  
880 NATIONAL CITY BLVD., ROOM 7201 A & B  
NATIONAL CITY, CA 91950

DAVID J. AGOSTO, GOVERNING BOARD PRESIDENT  
JEAN ROESCH, ED.D., GOVERNING BOARD VICE PRESIDENT  
JORGE DOMINGUEZ, PH.D., GOVERNING BOARD MEMBER  
YOLANDA SALCIDO, GOVERNING BOARD MEMBER  
TERRI VALLADOLID, GOVERNING BOARD MEMBER  
LETICIA DIAZ, STUDENT GOVERNING BOARD MEMBER  
RAJ K. CHOPRA, PH.D., SECRETARY TO GOVERNING BOARD  
AND SUPERINTENDENT/PRESIDENT

7:00 PM

Wednesday, June 11, 2008

#### 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.

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><b>1. CALL TO ORDER</b> (Agosto) 7:04 p.m., Room 7201 A &amp; B</p> <p>Present: Agosto, Dominguez, Roesch, Salcido, Valladolid, Diaz</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> <p><i>Members of the public may be present to hear the closed session announcements. Members of the public will be given an opportunity to speak on any closed session items at this time.</i></p>
Closed Session	<p><b>2. ADJOURN TO CLOSED SESSION</b> (Agosto) Room 7214</p> <p><b>2A. CONFERENCE WITH LABOR NEGOTIATOR</b> Negotiator: Michael Kerns/Jackie Osborne Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials Government Code Section 54957.6</p> <p><b>2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE</b> Government Code Section 54957</p>

	ITEM																								
	2C. LIABILITY CLAIM Claimant: [Martha Jimenez] Entity Claimed Against: [Southwestern Community College District] Government Code Section 54956.95																								
Reconvene in Open Session	3. RECONVENE IN OPEN SESSION (Agosto)  7:00 p.m., Room 7201 A & B  Present: Agosto, Dominguez, Roesch, Salcido, Valladolid, Diaz (Student Board Member)																								
Pledge of Allegiance	4. PLEDGE OF ALLEGIANCE (Agosto)																								
Closed Session Announcement	5. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (Agosto) Board President Agosto announced that closed session would be held at the end of open session.																								
Action (Carried)	6. APPROVAL OF MINUTES (ENCLOSURE) (Chopra) <table><tr><td></td><td>Agosto</td><td></td><td>Dominguez</td><td>M</td><td>Roesch</td><td>S</td><td>Salcido</td><td></td><td>Valladolid</td><td></td><td>Diaz-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>		Agosto		Dominguez	M	Roesch	S	Salcido		Valladolid		Diaz-Student Advisory Vote		Aye		Aye		Aye		Aye		Aye		Aye
	Agosto		Dominguez	M	Roesch	S	Salcido		Valladolid		Diaz-Student Advisory Vote														
	Aye		Aye		Aye		Aye		Aye		Aye														
Student Board Member Oath	Regular Meeting, May 14, 2008 Special Meeting, May 15, 2008  7. SWEARING IN OF NEW STUDENT BOARD MEMBER (Agosto) Leticia Diaz, Associated Student Organization President/Student Board Member  Student Board Member Diaz was sworn into office by Board President Agosto.  Superintendent/President Chopra announced the following corrections to the agenda: <u>Item #13C Out-of-Classification Pay</u> The names of the first five employees listed were withdrawn from the agenda until further review. Employee Viviana Govea remained on the agenda. <u>Item #15A3 Agreement with Scripps Health</u> This item was misplaced under the category "Approval of Agreements with Cost to the District." It should have been placed under "Approval of Agreements with Income/No Cost to the District." <u>Item #15D1 Agreement with Strata Information Group</u> This item was changed to include the information "not to exceed \$229,500." This information was included on the cover memo as an enclosure but was inadvertently omitted from the agenda.  The Superintendent/President also noted that Item #18A Administrator Handbook was a first reading and the handbook would be reviewed by the Administrators Association before the second reading in July.  General Counsel Yuri Calderon announced the following: The Board meeting would end promptly at 10 p.m. per Board policy. Reminded speakers are limited to three minutes. Reminded speakers to refrain from using employees' names while making comments. Additional requests to speak under Oral Communication will not be accepted following the start Oral Communication.																								

Presentation(s)	ITEM
	<p data-bbox="310 165 649 193"><b>8. PRESENTATION(S)</b></p> <p data-bbox="404 225 974 253">8A. <u>PROPOSITION 39 POLLING RESULTS</u></p> <p data-bbox="498 291 1588 383">Presenters: Tom Beasley, Acting Vice President for Business &amp; Administrative Affairs; John Wilson, Senior Director of Business, Operations, &amp; Facilities Planning; Fairbank, Maslin, Maullin, &amp; Associates.</p> <p data-bbox="498 417 1588 568"><i>A presentation of the polling results was given which reflected a 67% favorable response from the community. Board President Agosto raised concerns regarding the timing of the bond as related to the bad economic times. It was noted that this election year is projected to have an unprecedented voter turn out which would be favorable for the District's bond measure.</i></p> <p data-bbox="404 602 940 629">8B. <u>BORDER COLLEGES CONSORTIUM</u></p> <p data-bbox="483 663 1572 725">Presenters: Ron Dyste, Vice President for Academic Affairs; Irma Alvarez, Dean, School of Business &amp; Information Systems; George Bonilla, Staff Development Coordinator</p>
<b>Oral Communication</b>	<p data-bbox="310 759 719 787"><b>9. ORAL COMMUNICATION</b></p> <p data-bbox="310 793 407 821">(Agosto)</p> <p data-bbox="404 821 1559 912">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 data-bbox="404 944 1580 1127">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 data-bbox="404 1159 1393 1219"><i>The following individuals spoke in support of Arthur Lopez, Director of Financial Aid: Jan Chapman; Michael Pompa; Lilian Mendoza; Adrienne Carpenter</i></p> <p data-bbox="404 1251 1536 1342"><i>The following individuals spoke in support of Greg Sandoval, Vice President for Student Affairs: Maria-Teresa Gonzalez; Joseph Martinez; Eloy Villa; Veronica Burton; Wanda Maxwell; A.C. Crosby; Gabriel Rodriguez; Gwen Chamberlain; Dionne Duenas</i></p> <p data-bbox="404 1374 1317 1434"><i>The following individual spoke in support of Arthur Lopez and Greg Sandoval: Ed Cosio</i></p> <p data-bbox="404 1466 1580 1683"><i>Janet Mazzarella, faculty member, introduced Phil Lopez, SCEA President and spoke in support of Greg Sandoval. Mazzarella noted that the comments she was going to make were hers and not those of the SCEA or faculty. She stated for the record that Greg Sandoval was an outstanding Acting Superintendent/President and Vice President for Student Affairs. She spoke in contrast about the vice president for academic affairs. Board President Agosto asked her to refrain from making derogatory comments about employees of the district. Mazzarella also spoke about hiring procedure 7120 and policy 5109.</i></p>

ITEM																																																		
Item #12H (Carried)	<p>Board President Agosto skipped Items #10, 11, and 12A-G. Item #12H was moved to this point of the agenda.</p> <p>12H. <u>RESIGNATION/RETIREMENT</u></p> <p>The following administrator has resigned and his resignation has been accepted by the Superintendent/President under delegation of powers:</p> <table><tr><td><u>Employee</u></td><td><u>Position</u></td><td><u>Effective Date</u></td></tr><tr><td>Greg R. Sandoval</td><td>Vice President for Student Affairs</td><td>9/30/08</td></tr></table> <p>Motion by Valladolid, seconded by Roesch.</p> <p>Board Member Valladolid indicated that she considered what was in the best interest of the District and supported the Superintendent/President.</p> <p>Board Member Dominguez indicated that in light of the comments, he supported not accepting the resignation of Greg Sandoval.</p> <p>Board Member Roesch expressed her appreciation for Mr. Sandoval's service and wished him the best.</p> <p>Board Member Salcido indicated that the decision was difficult to make, however, she was making her decision in the best interest of the District.</p> <p>The vote was 3-1 to ratify the resignation. Ayes: Valladolid, Salcido, Roesch    Noes: Dominguez, Diaz (student advisory vote) Recused: Agosto</p>	<u>Employee</u>	<u>Position</u>	<u>Effective Date</u>	Greg R. Sandoval	Vice President for Student Affairs	9/30/08																																											
<u>Employee</u>	<u>Position</u>	<u>Effective Date</u>																																																
Greg R. Sandoval	Vice President for Student Affairs	9/30/08																																																
Action (Carried)	<p>10. <u>APPROVE CONSENT CALENDAR (ITEMS A THROUGH K)</u></p> <table><tr><td></td><td>Agosto</td><td></td><td>Dominguez</td><td>S</td><td>Roesch</td><td>M</td><td>Salcido</td><td></td><td>Valladolid</td><td></td><td>Diaz-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> <p>Adoption of the Consent Calendar will be made by one motion and second of the Board and by a unanimous vote.</p> <p>10A. <u>RATIFY/APPROVE FACILITY USE REQUEST(S)</u> (Beasley/Wilson)</p> <table><tr><td><u>Organization</u></td><td><u>Facility Requested</u></td><td><u>Purpose</u></td><td><u>Date</u></td><td><u>Total Charge</u></td></tr><tr><td>South Bay Aquatics Swim</td><td>Deep Pool and Lap Pool</td><td>Swim Practice</td><td>1/2/08 - 5/17/08</td><td>\$7,632.</td></tr><tr><td>Auday Arabo 78<sup>th</sup> District State Assembly Association</td><td>Free Speech Patio</td><td>Candidate Rally</td><td>5/15/08</td><td>\$125.</td></tr><tr><td>San Diego County CalWorks Program</td><td>National City Site Rooms 7201A, 7201B, 7202, 7203, 7213, 7214, &amp; 7215</td><td>CalWorks Welfare-to-Work Job Fair</td><td>5/17/08</td><td>\$667.</td></tr><tr><td>ARC International Corporation</td><td>Parking Lot O</td><td>Electronic Waste Recycling Event</td><td>5/24/08</td><td>N/C</td></tr></table>		Agosto		Dominguez	S	Roesch	M	Salcido		Valladolid		Diaz-Student Advisory Vote		Aye		Aye		Aye		Aye		Aye		Aye	<u>Organization</u>	<u>Facility Requested</u>	<u>Purpose</u>	<u>Date</u>	<u>Total Charge</u>	South Bay Aquatics Swim	Deep Pool and Lap Pool	Swim Practice	1/2/08 - 5/17/08	\$7,632.	Auday Arabo 78 <sup>th</sup> District State Assembly Association	Free Speech Patio	Candidate Rally	5/15/08	\$125.	San Diego County CalWorks Program	National City Site Rooms 7201A, 7201B, 7202, 7203, 7213, 7214, & 7215	CalWorks Welfare-to-Work Job Fair	5/17/08	\$667.	ARC International Corporation	Parking Lot O	Electronic Waste Recycling Event	5/24/08	N/C
	Agosto		Dominguez	S	Roesch	M	Salcido		Valladolid		Diaz-Student Advisory Vote																																							
	Aye		Aye		Aye		Aye		Aye		Aye																																							
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<b>ITEM</b>					
<u>Organization</u>	<u>Facility Requested</u>	<u>Purpose</u>	<u>Date</u>	<u>Total Charge</u>	
San Diego Institute for Community Development	National City Site Parking Lot	Overflow Parking for Filipino Festival held at Kimball Park	5/24/08	\$120.	
Bonita Vista High School Club Blue Boosters Program	Mayan Hall	End of The Year Concert	6/1/08	\$508.	
Sweetwater Union High School District	Mayan Hall, Green Room, Dressing Rooms, 701 & 704B	Spring Sing Concert	6/4-5/08	\$1,570.	
Sweetwater Union High School District Adult School/Chula Vista	DeVore Stadium	Adult School Graduation	6/6/08	\$955.	
Sweetwater Union High School District	DeVore Stadium	Graduation Ceremonies	6/9/08 – 6/12/08	\$1,935.	
California State Games	Soccer Field	Soccer Tournament	6/12/08	\$2,335.	
Institute of Reading Development	Room 214	SDSU Developmental Summer Reading Program	Sundays 6/15/08 to 7/13/08	\$1,012.	
San Diego County Water Authority	Student Union East	Water Conservation Community Forum	6/21/08	\$530.	
California State Games	Gymnasium & Room 1003	Judo Tournament	6/22/08	\$985.	
Del Mar Christmas Trees	Dirt Lot (Corner of H Street and Otay Lakes Road	Annual Pumpkin Patch and Christmas Tree Lot	9/15-12/30/08	\$15,000.	

**10B. RATIFY/APPROVE TRAVEL ADVANCE REQUESTS**

(Beasley/Sampson)

<u>Employee</u>	<u>Purpose</u>	<u>Date</u>	<u>Cost</u>
MacNeill, Andrew	Content-based Instruction Honolulu, Hawaii	6/29-7/3/08	\$655.00
Sinclair, Meredith	American Public Gardens Assoc. Conference, Pasadena, CA	6/22-6/24/08	\$791.89

**10C. ADOPT COMMENDATION RESOLUTIONS (ENCLOSURE)**

(Kerns/Osborne)

Adopt commendation resolution for the following staff member who is retiring:

Judy Faas, Library Technical Services Technician, completing 38 years of service

ITEM

10D. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)

<u>Department</u> (Dyste)	<u>Consultant</u>	<u>Purpose</u>	<u>Date</u>	<u>Fee</u>
Health, Exercise Science & Athletics	Robert Foley	Strength Training and Conditioning Skills for Women Athletes	07/01/08- 06/30/09	Not to exceed \$2,999
	Tina Recalde	Coordinator for International Student Activities	06/12/08- 06/30/09	Not to exceed \$2,999
Higher Education Center at Otay Mesa	Mark Handy, M.D.	Serve as Medical Director for the Paramedic Training Program at Southwestern College	08/16/08- 08/15/09	Not to exceed \$1,000

10E. RATIFY FILING OF APPLICATION(S) TO MEET FILING DEADLINE(S):

(Dyste)

Ratify filing of the following application(s) to meet filing deadline(s):

Chancellor's Office, California Community Colleges, Career Technical Education, VTEA IC Funds, in the amount of \$765,450, July 1, 2008 through June 30, 2009 and 5-year plan, July 1, 2008 through June 30, 2013.

Chancellor's Office, California Community Colleges, Tech Prep Perkins Funding, in the amount of \$81,405, July 1, 2008 through June 30, 2009 and 5-year plan, July 1, 2008 through June 30, 2013.

San Diego County Superintendent of Schools, Carl D. Perkins, Vocational and Applied Technical Education Act, in the amount of \$49,724, July 1, 2008 through June 30, 2009.

10F. RATIFY/APPROVE THE ACCEPTANCE OF FUNDS

(Dyste)

Approve/ratify the following agreement for acceptance of funds; and further, recommend the Superintendent/President be authorized to sign such agreements with funding agencies:

National Science Foundation, "Geospatial Technology (GST) Program at Southwestern College", in the amount of \$103,819 (year one), August 1, 2008 to July 31, 2009. The College was awarded a multi-year grant in the amount of \$273,703 for three years, from August 1, 2008 to July 31, 2011. The application was approved by the Governing Board on November 14, 2007.

San Diego Unified Port District, "San Diego Contracting Opportunities Center (SDCOC) – Procurement Technical Assistance Center (PTAC), "in the amount of \$5,000, July 1, 2008 to June 30, 2009. The application was approved by the Governing Board on January 9, 2008.

10G. ACCEPT GIFT(S) FOR ANTICIPATED USE AS INDICATED

(Beasley)

Accept the following gift(s) for anticipated use as indicated:

Full size human plastic skeleton, aluminum stand and miscellaneous surgical tools, donated by Jonathan S. Frecks, to be used by all Anatomy and Physiology classes, in the School of Mathematics, Science and Engineering.

10H. RATIFY VOLUNTEER SERVICES (ENCLOSURE)

(Beasley)

Ratification of volunteer services effective April 17 through May 25, 2008.

ITEM

10I. ACCEPTANCE OF CURRICULUM SUMMARY REPORTS

(Dyste)

10I1. ACCEPTANCE OF JUNE 2008 CURRICULUM SUMMARY REPORT (ENCLOSURE)

RECOMMENDATION

Accept June 2008 Curriculum Summary Report.

OVERVIEW

The June 2008 Curriculum Summary Report is a compilation of the new and revised curriculum proposed by faculty and submitted to the Curriculum Committee April 17 through May 1, 2008. Faculty submit proposals for new and/or revised curriculum to the Curriculum Committee. The Curriculum Committee 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 Curriculum Summary Report 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 Curriculum Committee has reviewed and approved 19 new courses, 14 course modifications, 3 course inactivations and 1 program modification.

10I2. ACCEPTANCE OF APRIL 2008 CURRICULUM SUMMARY REPORT (ENCLOSURE)

RECOMMENDATION

Accept April 2008 Curriculum Summary Report.

OVERVIEW

This report was presented and tabled at the April 9, 2008 meeting of the Governing Board. The report contains 5 new courses, 10 course modifications and 6 course modifications which have been reviewed and approved by the Southwestern College Curriculum Committee.

10J. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)

(Beasley/Wilson)

General Fund Nos. 87016 – 87864  
Blanket Fund Nos. B1355 – B1362

10K. PAYMENT OF BILLS APRIL 1-30, 2008 (ENCLOSURE)

(Beasley/Sampson)



Action	ITEM																								
(Carried)	11. APPROVAL OF TENTATIVE BUDGET FOR 2008-2009 (ENCLOSURE) (Beasley)																								
	<table><tr><td>Agosto</td><td>Dominguez</td><td>M</td><td>Roesch</td><td>Salcido</td><td>S</td><td>Valladolid</td><td>Diaz-Stude.</td></tr><tr><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>Aye</td></tr></table>	Agosto	Dominguez	M	Roesch	Salcido	S	Valladolid	Diaz-Stude.	Aye	Aye		Aye	Aye		Aye	Advisory Vote								Aye
Agosto	Dominguez	M	Roesch	Salcido	S	Valladolid	Diaz-Stude.																		
Aye	Aye		Aye	Aye		Aye	Advisory Vote																		
							Aye																		
	<p>11A. Presentation of tentative budget for 2008-2009.</p> <p><i>Bernadette Sampson, Controller, and Tom Beasley, Acting Vice President for Business &amp; Financial Affairs, gave an overview of a PowerPoint presentation on the tentative budget for 2008-09.</i></p> <p><i>There was discussion regarding borrowing funds from the reserve fund. Board President Agosto questioned whether a Board action needed to be taken to change the policy for General Fund Reserves. After review of the policy, it was determined that no Board action was necessary. Board Member Salcido stated for the record that the budget was prepared by the Vice President for Business &amp; Financial Affairs, and reviewed by the Superintendent/President.</i></p> <p>11B. Recommend the Governing Board make changes as desired and approve the Tentative Budget for the Southwestern Community College District for 2008-2009.</p> <p><i>After discussion, the Board approved the tentative budget for 2008-09.</i></p>																								

Action  
(Carried)  
12A - G

ITEM

12. HUMAN RESOURCES – ACADEMIC (ITEMS A THROUGH H)  
(Kerns)

	Agosto		Dominguez	M	Roesch		Salcido	S	Valladolid		Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

12A. ACADEMIC ADMINISTRATOR CONTRACTS AND 2008-09 SALARY PLACEMENT

Request approval of the following academic administrator contracts and salary placement for 2008-09:

Name	Range/Step	Months of Service	Contract Duration
Alvarez, Irma	C-8	12	7/1/08 – 6/30/09
Arnold, Donna	C-8	12	7/1/08 – 6/30/09
Axsom, Patricia	C-8	12	7/1/08 – 6/30/09
Bakhiet, Raga	Q-7	12	7/1/08 – 6/30/09
Cornejo-Darcy, Silvia	F-7	12	7/1/08 – 6/30/09
*Davis, Terry	F-8	12	7/1/08 – 6/30/09
Elias, Helen	F-7	12	7/1/08 – 6/30/09
Giraffe, Viara	C-8+Dr.	12	7/1/08 – 6/30/09
**Kerns, Michael	C-6	12	7/1/08 – 6/30/09
Kinney, William	C-8	12	7/1/08 – 6/30/09
Levine, Joel	C-5+Dr.	12	7/1/08 – 6/30/09
McClellan, Mia	C-8	12	7/1/08 – 6/30/09
McJannet, Cathy	F-7	12	7/1/08 – 6/30/09
Perri, Christine	F-8	12	7/1/08 – 6/30/09
Ricasa, Arlie	F-8	12	7/1/08 – 6/30/09
Suarez, Angelica	C-8+Dr.	12	7/1/08 – 6/30/09
Tadlock, Stephen	F-8	12	7/1/08 – 6/30/09
Tyner, Kathy	C-8	12	7/1/08 – 6/30/09
Zamora-Aguilar, Beatrice	C-8	12	7/1/08 – 6/30/09

\*To be paid at Range C, Step 8 for the duration of temporary assignment as Interim Dean, School of Health, Exercise Science and Athletics, subject to amendments and termination at the discretion of the Governing Board.

\*\*To be paid at Range A, Step 3 for the duration of temporary assignment as Acting Vice President for Human Resources, subject to amendments and termination at the discretion of the Governing Board.

12B. HOURLY ACADEMIC EMPLOYMENT (ENCLOSURE)

Recommend approval of adjunct faculty for the 2008 summer session, subject to provisions of established policy and contingent upon final determination of staff members; and further, recommend the Superintendent/President be authorized to employ additional hourly academic staff as may be needed for the 2008 summer session.

12C. HUMAN RESOURCES ACADEMIC TRANSACTIONS (ENCLOSURE)

Request approval of academic transactions for the 2008 summer session and 2008-09 year.

12D. HUMAN RESOURCES ACADEMIC TRANSACTIONS - RATIFICATIONS (ENCLOSURE)

Request ratification of academic transactions.

ITEM

12E. VOLUNTARY EARLY RETIREMENT CONTINUATION OF SERVICE

Pursuant to provisions set forth in Article VI, Section A of the Academic Administrator Handbook, the following academic administrator is eligible and requests participation in the Voluntary Early Retirement Continuation of Service Program for the fall 2008 semester:

Mary Wylie, Dean, School of Continuing Education, Economic and Workforce Development

12F. MODIFICATION OF 2008-2009 SABBATICAL LEAVE DATES

Recommend approval of corrections to the dates of the sabbatical leaves of absence for 2008-2009 for the following individuals. The Board approved the 2008-2009 Sabbatical Leaves at the May 14, 2008 meeting.

<u>Applicant</u>	<u>School</u>	<u>Step</u>	<u>Dates</u>
Zinola, Lauren	Mathematics, Science & Engineering	8	F/S 2008/09 F 2008

12G. EXTENSION OF TEMPORARY APPOINTMENT

Recommend approval to extend the following temporary appointment, effective as indicated. Temporary appointment was approved by the Governing Board on February 13, 2008. Temporary appointment shall continue based upon business necessity and is subject to amendments and termination at the discretion of the Governing Board.

<u>Employee</u>	<u>Position/ Range/Step</u>	<u>Temporary Assignment/ Range/Step</u>	<u>Effective Date</u>
Thomas Beasley	Director of Payroll and Risk Management Range 31/Step 9 \$9,416/monthly salary Classified Administrator	Acting Vice President for Business and Financial Affairs Range A/Step 1 \$10,170/monthly salary Academic Administrator	7/1/08 – 9/30/08

Action  
(Carried)  
ams 13A-G

ITEM

13. HUMAN RESOURCES – CLASSIFIED (ITEMS A THROUGH H)  
(Kerns/Osborne)

	Agosto		Dominguez	S	Roesch		Salcido	M	Valladolid		Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Board Member Dominguez pulled Item #13H for discussion.

13A. EMPLOYMENT

Ratify/approve listed employment effective as indicated:

Employee	Position	Department	Mos/ Svc.	Range/ Step	Monthly Salary	Annual Salary	Effective Date
Abigail	Project	School of	12	22-3	\$5,790	\$69,480	6-12-08
Caschetta	Manager (Project- funded, Classified Administrator position)	Mathematics, Science and Engineering Biotechnology Education Training Sequence Investment (BETSI) Project					

Note: Continued employment contingent upon project funding.

13B. CHANGE IN CONTRACT SERVICE

Request approval of listed change in contract service effective July 1, 2008:

Employee	Position	Months/Service	Range/Step	Monthly Salary	To	Position	Months/Service	Range/Step	Monthly Salary
Maria Bernal	Instructional Lab Technician-Science	9 Months (47.5%)	Range 25/Step 1	*\$1,939.42/Monthly		Instructional Lab Technician-Science	12 Months (100%)	Range 25/1	*\$4,083/Monthly
	School of Mathematics, Science and Engineering					School of Mathematics, Science and Engineering			

\* Includes one additional evening increment range (Evening Increment)

ITEM

13C. OUT-OF-CLASSIFICATION PAY

Pursuant to Education Code 88010 and Section 6.15 of the CSEA Contract, request the following employees be compensated for performing duties inconsistent with those assigned to the their respective classification:

	Employee	Classification/ Department	Out-of-Classification Duties	Out-of-Classification Amount	Effective Date
Withdrawn	Barbara Anderson	Help-Desk Technician Computer Support Systems	System Support Specialist	\$1,115.00/monthly	7/1/08— 9/30/08
Withdrawn	Chris Apelo	Programmer Analyst Computer Support Systems	Senior Programmer Analyst	\$1,139.00/monthly	7/1/08— 9/30/08
Withdrawn	Gerardo Gonzalez	Senior Programmer Analyst Computer Support Systems	DBA Administrator	\$1,043.00/monthly	7/1/08— 9/30/08
Withdrawn	Heather MacNitch	Systems Support Specialist Computer Support Systems	Network Support Specialist	\$2,593.00/monthly	7/1/08— 9/30/08
Withdrawn	Vincent Perez	Senior Programmer Analyst Computer Support Systems	Senior Systems Analyst	\$1,202/monthly	7/1/08— 9/30/08
	Viviana Govea	Clerical Asst. III Human Resources	Human Resources Assistant	\$197.00/monthly	7/1/08 — 9/30/08

13D. EMPLOYMENT OF SHORT-TERM, NON-ACADEMIC, HOURLY EMPLOYEES FOR 2007-2008 (ENCLOSURE)

Request approval and ratification for employment of short-term, non-academic hourly employees for the 2007-2008 academic years pursuant to Education Code Section 88003.

13E. EMPLOYMENT OF SHORT-TERM, NON-ACADEMIC, HOURLY EMPLOYEES FOR 2008-2009 (ENCLOSURE)

Request approval for employment of short-term, non-academic hourly employees for the 2008-2009 academic years pursuant to Education Code Section 88003.

13F. HUMAN RESOURCES CLASSIFIED TRANSACTIONS (ENCLOSURE)

Request approval and ratification of classified transactions for the 2007-2008 academic year.

ITEM

13G. SHORT-TERM, NON-ACADEMIC HOURLY EMERGENCY ASSIGNMENTS

Pursuant to Education Code Section 70902(d), request that the Superintendent/President be authorized to hire temporary staff for emergency assignments as indicated. Governing Board approval and notification will be reported when assignments are filled.

- Assignments that avoid endangering the safety and well-being of the public or students:  
  
Lifeguards, Child Care Providers, Child Development Center Teachers, College Police, EMT/Paramedic Teaching Assistants
- Departments that need workers to provide immediate services to students during peak periods:  
  
Bookstore, Admissions & Records, Cashiering, Food Services
- Assignments needed to meet legal and/or program requirements:  
  
Test Proctors, Disabled Student Services Note-Takers, Adaptive PE Aides, Tutors
- Emergency assignments:  
  
Replacements due to medical or other leaves, Fee-Based Instructors, Referees

13H. RESIGNATIONS/RETIREMENTS

The following staff members will resign/retire effective as indicated and their resignation/retirement has been accepted by the Superintendent/President under delegation of powers:

*Board Member Dominguez motioned to ratify the resignations of Judy Faas and Carole Eklund, seconded by Board Member Valladolid. The motion carried.*

*Ayes: Diaz (student advisory vote), Valladolid, Salcido, Dominguez, Roesch, Agosto*

<u>Employee</u>	<u>Position</u>	<u>Effective Date</u>
Judy Faas	Library Technical Services Technician (retirement)	8/1/08
Carole Eklund	Small Business Assistant (retirement)	8/1/08

*Board Member Dominguez motioned to reject the resignation of Arthur Lopez, seconded by Student Board Member Diaz. The motion failed.*

*Ayes: Diaz (student advisory vote), Dominguez*

*Noes: Valladolid, Salcido, Roesch, Agosto*

*Board Member Roesch motioned to accept the resignation of Arthur Lopez, seconded by Board Member Valladolid. The motion carried.*

*Ayes: Salcido, Valladolid, Roesch, Agosto*

*Noes: Diaz (student advisory vote), Dominguez*

Arthur Lopez	Director, Financial Aid (resignation)	9/30/08
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Action (Carried)	ITEM																								
	<b>14. FACILITIES</b> (Beasley/Wilson)																								
	<table><tr><td>Agosto</td><td>Dominguez</td><td>S</td><td>Roesch</td><td>Salcido</td><td>M</td><td>Valladolid</td><td>Díaz-Stude</td></tr><tr><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Aye</td><td></td><td>Aye</td><td>Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>Aye</td></tr></table>	Agosto	Dominguez	S	Roesch	Salcido	M	Valladolid	Díaz-Stude	Aye	Aye		Aye	Aye		Aye	Advisory Vote								Aye
Agosto	Dominguez	S	Roesch	Salcido	M	Valladolid	Díaz-Stude																		
Aye	Aye		Aye	Aye		Aye	Advisory Vote																		
							Aye																		
	<p>14A. <u>AWARD/REJECTION OF BID(S)</u></p> <p><u>AWARD OF RFP</u> Bid No. 94</p> <p>Recommend award of Request for Proposal (RFP) No. 94 for Job Analysis and Reclassification Review for Southwestern Community College District to Johnson and Associates, LLP in the amount not to exceed \$20,000 billed hourly.</p> <p>14B. <u>NOTICE OF COMPLETION(S)</u></p> <p>Recommend approval and acceptance of the following completed projects, effective as indicated:</p> <p>14B1. <u>Bid No. 144</u> Remodel of the 800/850 Buildings at Southwestern Community College District, Chula Vista Campus Project with Soltek Pacific Construction, as satisfactorily completed as of June 2, 2008.</p> <p>14B2. <u>Bid No. 149</u> Re-Roofing of Building 1500, Gymnasium; 800 Music Building; and 500 Engineering Building at Southwestern Community College District, Chula Vista Campus Project with Roof Construction, as satisfactorily completed as of June 2008.</p> <p>14C. <u>APPROVE CHANGE ORDER(S)</u></p> <p>14C1. Change Order - Higher Education Center at San Ysidro</p> <p>Approve Change Order No. two (2) for the Southwestern College Higher Education Center at San Ysidro to Jaynes Corporation, resulting in an increase of \$14,007 and a new contract amount of \$4,223,501.</p> <table><tr><td>1.</td><td>Install ceramic tile in room 5102 and 5107 used as Science labs. Install resilient flooring in Rooms 5118, 5123, 5130, and 5212 and remove carpet from specification. This will reduce maintenance costs. (b)</td><td>\$8,935.</td></tr><tr><td>2.</td><td>Install windows in Center Director's Office to provide supervision of classrooms and lobby. (b)</td><td>\$2,053.</td></tr><tr><td>3.</td><td>Remove underground footing of McDonald's freeway sign. (a)</td><td>\$8,018.</td></tr><tr><td>4.</td><td>Change Duranar Coatings on aluminum framed entrances and storefront to brushed aluminum. (b)</td><td>&lt;\$8,037.&gt;</td></tr></table> <p>(a) Unforeseen Conditions (b) District Requested Change (c) The Division of State Architect (DSA) Modifications (d) Design Omission &lt; &gt; Indicates Credit Amount</p>	1.	Install ceramic tile in room 5102 and 5107 used as Science labs. Install resilient flooring in Rooms 5118, 5123, 5130, and 5212 and remove carpet from specification. This will reduce maintenance costs. (b)	\$8,935.	2.	Install windows in Center Director's Office to provide supervision of classrooms and lobby. (b)	\$2,053.	3.	Remove underground footing of McDonald's freeway sign. (a)	\$8,018.	4.	Change Duranar Coatings on aluminum framed entrances and storefront to brushed aluminum. (b)	<\$8,037.>												
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ITEM

Total cost of change orders for this project is \$49,754.  
All of the above changes are within the 7% contingency budget allocated for this project and are funded through Proposition AA Funds.

14C2. Change Order - Fire Life Safety and Perimeter Road Project

Approve Change Order No. five (5) for the Fire Life Safety and Perimeter Road Project at Southwestern College to Western Rim Constructors, resulting in an increase of \$60,022 and a new contract amount of \$7,437,755.

1. Existing sewer line 320 feet long was relocated due to conflict with new ADA walkway. Sewer line was not on original college plans. (a) \$46,222.

2. Lower existing 3" poly gas line which needed to be relocated because it was in conflict with new ADA walkway and existing sewer line. Gas line was not on original college plans. (a) \$13,800.

- (a) Unforeseen Conditions
- (b) District Requested Change
- (e) The Division of State Architect (DSA) Modifications
- (f) Design Omission
- < > Indicates Credit Amount

Total cost of change orders for this project is \$209,134.

All of the above changes are within the 7% contingency budget allocated for this project and are funded through Proposition AA Funds.

14C3. Change Order - 800/850 Building Remodel

Approve Change Order No. five (5) for the 800/850 Building Remodel at Southwestern College to Soltek Pacific Construction, resulting no additional increase to the current contract amount of \$5,138,297.

1. Change audio equipment in recording studio to provide 2 additional patch bays and install 6 Truman PL-8-II power distribution strips in the console recording room. (b) \$10,000.

2. Credit landscaping for the 800/850 buildings. District will install. (b) <\$10,000.>

- (a) Unforeseen Conditions
- (b) District Requested Change
- (g) The Division of State Architect (DSA) Modifications
- (h) Design Omission
- < > Indicates Credit Amount

Total cost of change orders for this project is \$241,297.

All of the above changes are within the 7% contingency budget allocated for this project and are funded through Proposition AA Funds.



Action (Carried)		ITEM									
		15. APPROVAL OF AGREEMENTS – COST TO DISTRICT (ITEMS A THROUGH D)									
	Agosto		Dominguez	S	Roesch		Salcido	M	Valladolid		Diaz-Stude
	Aye		Aye		Aye		Aye		Aye		Advisory Vo.
15A. (Dyste)		ACADEMIC AFFAIRS									
		15A1. AGREEMENT WITH INDIAN HILLS CAMP (ENCLOSURE)									
		RECOMMENDATION									
		Authorize Agreement No. A2434.08 with Indian Hills Camp, for the rental of facilities and meals to host the Mathematics, Engineering, Science, Achievement (MESA) Alliance Leadership Institute, for the period February 27 to March 1, 2009, inclusive, in the amount of \$5,100.									
		OVERVIEW									
		The agreement with Indian Hills Camp to hold the MESA Alliance Leadership Institute provides a venue for MESA directors, industry members and community leaders to provide students with personal and professional development through workshops. The institute exposes students to networking with industry and MESA students from other colleges. Participants include San Diego City College; San Diego State University, and other colleges from southern California.									
		FISCAL IMPACT/FUNDING SOURCE									
		Account No. 1-45634-649973-713									
		15A2. AGREEMENT WITH SAN DIEGO STATE UNIVERSITY (ENCLOSURE)									
		RECOMMENDATION									
		Authorize Memorandum of Understanding No. M4029.08 with San Diego State University (SDSU), for faculty internship program, for the period from July 1, 2008 to June 30, 2009, inclusive, in an amount not to exceed \$2,000.									
		OVERVIEW									
		The faculty internship program for SDSU graduate students in mathematics was established in 2005. Interns receive five hours of formal training in areas of class management, androgogy, and best teaching practices per semester. Faculty interns are assigned to teach only in areas in which they are legally qualified to teach. The program facilitates the recruitment for qualified and diverse faculty from underrepresented groups.									
		FISCAL IMPACT/FUNDING SOURCE									
		Account No. 1-41342-170100-000									

ITEM

15A. ACADEMIC AFFAIRS (Continued)  
(Dyste)

15A3. AGREEMENT WITH SCRIPPS HEALTH (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2437.08 with Scripps Health, doing business as Scripps Clinic, Scripps Green Hospital, Scripps Memorial Hospital Encinitas, Scripps Memorial Hospital La Jolla, Scripps Mercy Hospital Chula Vista, and Scripps Mercy Hospital, for providing clinical learning experiences for the nursing and health occupation program students, for the period July 1, 2008 to June 30, 2011, inclusive, at no cost to the District.

OVERVIEW

Students enrolled in the health occupation programs gain valuable experiences from agencies such as this one. This training is required by the regulatory agencies, is necessary to meet requirements for certification at program completion, and helps prepare our graduates for employment.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

15A4. AGREEMENT WITH LUIS A. NUÑEZ, JR. MEDICAL LABORATORY TRAINING CONSULTANT (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2442.08 with Luis A. Nuñez, Jr. for the development and implementation of the Southwestern College Medical Laboratory Training Program, for the period June 12 to December 1, 2008, inclusive, in the amount of \$46,200.

OVERVIEW

Mr. Nuñez will be assisting Southwestern College with the development of Community Clinical Affiliates to provide student internships and prepare and submit the National Accrediting Agency for Clinical Laboratory Sciences Accreditation documentation for a preliminary self study report. Additionally, this consultant will work with the medical profession to raise funds for the implementation of the Medical Laboratory Training Program.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45123-120500-961

**ITEM**

15A. ACADEMIC AFFAIRS (Continued)

(Dyste)

15A5. SOFTWARE LICENSE AGREEMENT WITH PROVOST SYSTEMS, INC.  
(ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2436.08 with Provost Systems, Inc., for the Student Tracking System software, for the period July 1, 2008 to June 30, 2010, inclusive, in the amount of \$101,232.

OVERVIEW

This agreement provides Southwestern College with a license for the Provost Student Tracking System software. The student tracking system provides a complete, integrated, ID card-based, positive attendance tracking system that integrates with both the Blackboard Transaction System and the Datatel Colleague System.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45620-612000-000

15B. BUSINESS & FINANCIAL AFFAIRS

(Beasley)

15B1. APPROVAL OF AMENDMENT TO AGREEMENT WITH GILBANE COMPANY  
(ENCLOSURE)

RECOMMENDATION

Approve Amendment to Agreement No. A2013.07 with Gilbane Building Company, to amend present agreement for services to extend the term of the agreement to July 31, 2008, in an amount not to exceed \$24,500.

OVERVIEW

The Gilbane Building Company has been managing the 800/850 Building Remodel and the Fire Life Safety Perimeter Road construction projects since March 2007. Due to construction delays related to unforeseen job site conditions, a sixty-day extension is required to complete the construction. This agreement extends the construction until July 31, 2008. No other changes to the existing contract are being requested.

FISCAL IMPACT/FUNDING SOURCE

Account No. 0-6210-718642-000 (Proposition AA)

ITEM

15C. HUMAN RESOURCES  
(Kerns)

15C1. AGREEMENT WITH JOHNSON & ASSOCIATES, LLC (ENCLOSURE)

RECOMMENDATION

Authorize Agreement No. A2445.08 with Johnson & Associates, LLC, to conduct job analysis audits and provide ongoing technical assistance, for the period June 12, 2008 to June 30, 2009, inclusive, in the amount of \$110 per hour, not to exceed \$20,000 annually.

OVERVIEW

Pursuant to the provisions set forth in the CSEA Contract and the District's Reclassification Procedures, the District engages in an annual reclassification process. Consultant will conduct an independent review of job duties and will maintain job descriptions for consistency and completeness. Consultant is familiar with industry, maintains current information on salary and program trends.

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

FISCAL IMPACT/FUNDING SOURCE

Account No. 5110-665000-000

15C2. AGREEMENT WITH RONALD DYTE FOR CONSULTANT SERVICES  
(ENCLOSURE)

RECOMMENDATION

Authorize Agreement No. A2446.08 with Ronald Dyste, to assist the District in the daily operations of the Academic Affairs Office, for the period July 7 to August 14, 2008, inclusive, in the amount of \$602.70 per day, not to exceed \$20,000.

OVERVIEW

In order to maintain continuity of leadership in the administration of the District, including the instructional programs and operation of the Academic Affairs Office, it is necessary to continue utilizing the service of Ronald Dyste after his resignation becomes effective on June 30, 2008.

FISCAL IMPACT/FUNDING SOURCE

Account No. 5110-672000-000

ITEM

15D. STUDENT AFFAIRS)  
(Sandoval)

15D1. AGREEMENT WITH STRATA INFORMATION GROUP (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2396.08 with Strata Information Group, for information system technology services, for the period July 1, 2008 to June 30, 2009, inclusive, in the amount of \$145 per hour, plus travel expenses (no change in the hourly rate), not to exceed \$229,500. Additionally, there is a 60-day termination notice clause.

OVERVIEW

For the past three years, the District has retained the services of Strata Information Group of San Diego to provide management services for Computer Systems and Services. Much progress has been achieved on the identification, prioritization, and implementation of District-wide and department projects. There is no increase in the hourly fee charged from 2007 to 2008.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45110-678000-000

15D2. MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, PUENTE PROJECT (ENCLOSURE)

RECOMMENDATION

Approve Memorandum of Understanding (MOU) No. M4030.08 with The Regents of the University of California Puente Project, for implementation of a Puente Community College Program, for the period July 1, 2008 to June 30, 2009, inclusive, for a cost not to exceed \$5,000.

OVERVIEW

The Memorandum of Understanding is entered into annually between The Regents of the University of California, on behalf of the Puente Project, and Southwestern Community College District. The Puente Community College Program implementation guidelines are incorporated into the MOU by reference, and outline program responsibilities, roles, and expectations for Puente statewide, and the District. The mission of the Puente Project is to increase the number of educationally underserved students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-4320-631001-000 (In-kind District support of \$5,000)

ITEM

15D. STUDENT AFFAIRS (Continued)  
(Sandoval)

15D3. CONSULTANT/PROFESSIONAL EXPERT AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2435.08 with Sweetwater Union High School District (SUHSD), for consultant services, for the period July 1, 2008 to June 30, 2009, inclusive, in the amount of \$36,500.

OVERVIEW

In July of 2001, the Sweetwater Union High School District (SUHSD) and Southwestern Community College District (SCCD) partnered to create a new co-funded, full-time Outreach Specialist position. The position was created to better meet the needs of the students from the SUHSD, with the primary responsibility of enrolling SUHSD students in the College Bound Program. SUHSD reimburses SCCD fifty percent of the salary/benefits for this position annually.

FISCAL IMPACT/FUNDING SOURCE

Account No. (General Funds/Project Funds)

Monies to be paid from:	Classified Contract	1-42110-671100-000
Monies to be reimbursed to:	General Fund Misc.	1-19162-671100-000
	General Fund Misc.	1-19163-671100-000

15D4. AGREEMENT WITH E-CAPTIONS.COM OFFICIAL REAL TIME CAPTIONING ASSOCIATES, INC. (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2401.08 with e-captions.com Official Real Time Captioning Associates, Inc., for real-time captioning services for the period July 1, 2008 to June 30, 2009, inclusive, in a total amount not to exceed \$10,000.

OVERVIEW

The 2008-2009 e-Captions.com Official Real Time Captioning Associates, Inc., Independent Contractor Agreement is an ongoing activity that provides real-time captioning for students participating in the Disability Support Services Program. The Disability Support Services Program provides services that enable students with disabilities to access all campus, academic, and vocational activities. Services include counseling, parking, note-takers, equipment loans, and sign language interpreters.

FISCAL IMPACT/FUNDING SOURCE

Account No. 45120-642000-418

ITEM

15D. STUDENT AFFAIRS (Continued)  
(Sandoval)

15D5. AGREEMENT WITH NETWORK INTERPRETING SERVICES (ENCLOSURE,

RECOMMENDATION

Approve Agreement No. A2400.08 with Network Interpreting Services, for American Sign Language interpreting services for the period July 1, 2008 to June 30, 2009, inclusive, in a total amount not to exceed \$230,000.

OVERVIEW

The 2008-2009 Network Interpreting Services Independent Contractor Agreement is an ongoing activity that provides sign language interpreting for students participating in the Disability Support Services Program. The Disability Support Services Program provides services that enable students with disabilities to access all campus, academic, and vocational activities. Services include counseling, parking, note-takers, equipment loans, and sign language interpreters.

FISCAL IMPACT/FUNDING SOURCE

Account No. 45110-642000-418

15D6. AGREEMENT WITH DEAF COMMUNITY SERVICES OF SAN DIEGO, INC.  
(ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2402.08 with Deaf Community Services of San Diego, Inc., for American Sign Language interpreting services for the period July 1, 2008 to June 30, 2009, inclusive, in a total amount not to exceed \$10,000.

OVERVIEW

The 2008-2009 Deaf Community Services of San Diego, Inc., Independent Contractor Agreement is an ongoing activity that provides sign language interpreting for students participating in the Disability Support Services Program. The Disability Support Services Program provides services that enable students with disabilities to access all campus, academic, and vocational activities. Services include counseling, parking, note-takers, equipment loans, and sign language interpreters.

FISCAL IMPACT/FUNDING SOURCE

Account No. 45110-642000-418

ITEM

15D. STUDENT AFFAIRS (Continued)  
(Sandoval)

15D7. AGREEMENT WITH INSTITUTE FOR CAMPUS SAFETY (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2444.08 with Institute for Campus Safety for assessment, evaluation and recommendations for the College Police Department and safety and emergency services, for the period June 12 to September 1, 2008, in an amount not to exceed \$3,500.

OVERVIEW

The Safety and Emergency Task Force has made recommendations for providing training, purchasing equipment and updating of the emergency and evacuation plans. In addition, there is an immediate need to evaluate the College Police Department and prioritize their needs. This review is necessary to establish a budget and make final recommendations for equipment and safety/emergency effectiveness.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-45110-695201-000



		ITEM									
Action (Carried)	16. APPROVAL OF AGREEMENTS – INCOME / NO COST TO DISTRICT (ITEMS A THROUGH C)										
		Agosto		Dominguez		Roesch	M	Salcido	S	Valladolid	Diaz-Stude Advisory Vc.
		Aye		Aye		Aye		Aye		Aye	Aye

16A. ACADEMIC AFFAIRS  
(Dyste)

16A1. AGREEMENT WITH RESEARCH AND TRAINING INSTITUTE (ENCLOSURE)

RECOMMENDATION

Authorize Agreement No. A2377.08 for the continuation of the Southwestern College Research and Training Institute (RTI) for the purpose of providing enriching opportunities to faculty and students and increasing Southwestern College visibility and ties with the community, industry, academic, and research entities, for the period from July 1, 2008 to June 30, 2012, inclusive, at no cost to the District.

OVERVIEW

The Research and Training Institute has provided students majoring in mathematics, science, and engineering with opportunities to participate in research internships. Students have reported these experiences as a driving force to their academic success. In addition, students who participate in research internships and laboratory training have successfully transferred to baccalaureate-granting institutions. The RTI is housed in the School of Mathematics, Science, and Engineering (MSE) under the general supervision and oversight of the Dean of MSE.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

16A2. AGREEMENT WITH THE BURNHAM INSTITUTE FOR MEDICAL RESEARCH (ENCLOSURE)

RECOMMENDATION

Authorize Agreement No. A2361.08 with The Burnham Institute for Medical Research, for Student Internship Program, for the period from July 1, 2008 to June 30, 2009, inclusive, at no cost to the District.

OVERVIEW

The Student Internship Program, funded in part by the Research and Training Institute (RTI) and the Biotechnology Education and Training Sequence Investment (BETSI) II Program, provides a unique working experience for students by exposing them to state-of-the-art equipment and the opportunity to work side-by-side with experts in their fields. In addition, students have identified participation in research internships as one of the top factors contributing to their academic success.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

ITEM

16A. ACADEMIC AFFAIRS (Continued)  
(Dyste)

16A3. AGREEMENT WITH THE CITY OF CORONADO (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2334.08 with the City of Coronado, for the Sea Camp Program, for the period July 7 to August 8, 2008, inclusive, in the amount of \$15,000 income to the District.

OVERVIEW

The Higher Education Center at National City is requesting approval of the enclosed agreement with the City of Coronado. This agreement designates Southwestern College as a provider of five weeks of instruction in boating activities, including kayaking and sailing to the City of Coronado Sea Camp.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38835-089907-502

16B. BUSINESS & FINANCIAL AFFAIRS  
(Beasley)

16B1. AGREEMENT WITH THE PEPSI BOTTLING GROUP (ENCLOSURE)

RECOMMENDATION

Ratify Amendment to Agreement No. AR 2338.08 with Bottling Group, LLC dba The Pepsi Bottling Group, to refund sales tax overpayment for vending machine services for the District, for the period January 27, 2008 to June 30, 2010, inclusive, in the amount of \$17,181.76 to benefit the District.

RATIONALE FOR RATIFICATION

The Pepsi Bottling Group did not receive final approval, until March 2008, from the State Franchise Tax Board to move forward with this amendment.

OVERVIEW

The Pepsi Bottling Group has decreased our vending commissions due to overpayment of sales tax associated with the sale of vending machine beverages. The past commission payment is a result of taxes overpaid to the State Franchise Tax Board. Future vending sales, associated with commissions will not be taxed and will be reflected as additional revenues for the District. The Pepsi Bottling Group will adjust vending machine commissions to reflect 41.5% for all beverages with the exception of Gatorade drinks which will have an 18% commission.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38999-691000-031

ITEM

16B. BUSINESS & FINANCIAL AFFAIRS (Continued)  
(Beasley)

16B2. AGREEMENT WITH SAN DIEGO GAS & ELECTRIC (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. AR2443.08 with San Diego Gas & Electric (SDG&E) for a financial incentive for the period June 12, 2008 to June 30, 2009, in an estimated amount of \$111,928 to benefit the District.

OVERVIEW

The Southwestern Community College District is participating with the California Community Colleges Energy Efficiency Partnership Program. This program provides funding for projects which have a direct effect on reducing energy usage. The District is converting standard computer servers to virtual software servers which will reduce our electrical usage.

FISCAL IMPACT/FUNDING SOURCE

Income to the District.

16C. STUDENT AFFAIRS  
(Sandoval)

16C1. 2008-2011 COOPERATIVE WORK EXPERIENCE EDUCATION PROGRAM  
AGREEMENT WITH THE CITY OF CHULA VISTA (ENCLOSURE)

RECOMMENDATION

Approve Agreement No. A2389.08 with the City of Chula Vista (Fleet Maintenance Department), for the Cooperative Work Experience Education Program, for the period July 1, 2008 to June 30, 2011, inclusive, at no cost to the District.

OVERVIEW

The 2008-2011 Cooperative Work Experience Education Program Agreement is an ongoing agreement used to establish partnerships with employers for the purpose of providing work-based learning experience to students eligible for the Cooperative Work Experience Education Program.

This agreement will provide students with work experience related to their major. The program provides an opportunity for employers to mentor Southwestern College students and develop a future work force.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

ITEM

16C. STUDENT AFFAIRS (Continued)  
(Sandoval)

16C2. 2008-2011 SERVICE LEARNING PROGRAM AGREEMENTS WITH AGENCIES  
(ENCLOSURE)

RECOMMENDATION

Approve agreements with the agencies listed below, for Service Learning Program, for the period July 1, 2008 to June 30, 2011, inclusive, at no cost to the District.

Arroyo Vista Charter School—Agreement No. A2409.08  
Best Buddies—Agreement No. A2410.08  
Bonita Learning Academy—Agreement No. A2411.08  
Border View YMCA of San Diego County—Agreement No. A2412.08  
Chula Vista Elementary School District—Agreement No. A2413.08  
City of Chula Vista—Agreement No. A2414.08  
Everyone A Reader-San Diego County Office of Education—Agreement No. A2415.08  
Girl Scouts, San Diego Imperial Council, Inc.—Agreement No. A2416.08  
George G. Glenner Alzheimer's Family Centers, Inc. (Guardian Angel Program of San Diego County)—Agreement No. A2417.08  
Legal Aid Society of San Diego, Inc.-Pro Bono Program—Agreement No. A2418.08  
Meals-on-Wheels Greater San Diego, Inc.-South County Service Center—Agreement No. A2419.08  
National School District—Agreement No. A2420.08  
Paradise Creek Educational Park, Inc.—Agreement No. A2421.08  
Re-Entry Prison and Jail Ministry—Agreement No. A2422.08  
Roberson Senior Living—Agreement No. A2432.08  
San Diego Audubon Society—Agreement No. A2423.08  
San Diego County Registrar of Voters—Agreement No. A2424.08  
San Diego Unified School District—Agreement No. A2425.08  
San Ysidro Health Center—Agreement No. A2426.08  
San Ysidro School District—Agreement No. A2431.08  
SAY San Diego—Agreement No. A2427.08  
South Bay Union School District—Agreement No. A2428.08  
Sun and Sea Manor—Agreement No. 2429.08  
Sweetwater Union High School District—Agreement No. A2430.08

OVERVIEW

The 2008-2011 Service Learning Program agreements are ongoing agreements 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/FUNDING SOURCE

No cost to the District.

ITEM

16C. STUDENT AFFAIRS (Continued)  
(Sandoval)

16C3. 2008-2009 AMERICORPS SCHOOL READINESS PROGRAM AGREEMENT:  
WITH AGENCIES (ENCLOSURE)

RECOMMENDATION

Approve agreements with the agencies listed below, for the AmeriCorps School Readiness Program, for the period July 1, 2008 to December 31, 2009, inclusive, at no cost to the District.

Bonita Learning Academy (Agreement No. A2404.08)

First United Methodist Preschool (Agreement No. A2405.08)

Kids Depot (Agreement No. A2406.08)

South Bay Union School District VIP Village (Agreement No. A2407.08)

Sweetwater Union High School District Parent Education Program (Agreement No. A2408.08)

OVERVIEW

The 2008-2009 AmeriCorps School Readiness Program agreements are ongoing agreements used to establish partnerships with community agencies for the purpose of providing volunteer and work-based learning experiences to students eligible for the AmeriCorps School Readiness Program.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

Action  
(Carried)

ITEM

17. ADOPT RESOLUTION(S) (ENCLOSURE)

	Agosto		Dominguez	M	Roesch		Salcido	S	Valladolid		Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

17A. RESOLUTION AUTHORIZING THE FRINGE BENEFIT CONSORTIUM MASTER VENDOR LIST

(Beasley)

RECOMMENDATION

Recommend approval of resolution authorizing the Fringe Benefit Consortium (FBC) Master Vendor List offered through the San Diego County Office of Education Fringe Benefit Consortium 457/503(b), 401(a) plan. District employees are able to contribute to tax-sheltered retirement savings accounts under the Internal Revenue Service (IRS) section 403(b) and 457. In the past, employees were able to select from many vendors offering such plans and authorized the district to make monthly contributions into their account via payroll deduction. Recent changes in state and federal law now require vendors to register with the state. In addition, districts will be held responsible for ensuring that employee contributions into these plans and distributions from these plans meet complex IRS requirements. The District has no way to monitor compliance under the current system, thereby exposing both the District and individual employees to liability for IRS penalties.

OVERVIEW

The San Diego County Office of Education has contracted for compliance monitoring services for 403(b) and 457 plans for participating districts through the FBC. By adopting the FBC Master Vendor List, the District can be assured that all future contributions are compliant. The Master Vendor List includes vendors who have both registered with the state, and have signed hold-harmless agreements with the FBC and agreed to coordinate information with the FBC on plan distributions, loans, and hardship withdrawals.

Effective July 1, 2008, the District will no longer make employee contributions to vendors that are not on the FBC Master Vendor List. Employees who elect to maintain accounts from past contributions with unapproved vendors will be required to provide semi-annual self-reporting of plan distributions.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

	ITEM			
Information	18. NON-ACTION ITEMS			
	18A. INFORMATION ITEMS			
	18A1. Academic Administrator Handbook – First Reading (ENCLOSURE) (Chopra)			
		The District's Academic Administrator was last revised in 2007. This revision is appearing before the Governing Board for first reading.		
		The handbook has been revised to conform with Education codes, District policies and current practices. It has been reviewed and approved by the Superintendent/President and the membership of the Southwestern Community College District Administrators' Association.		
	18A2. General Fund Financial Report for Period Ending April 30, 2008 (ENCLOSURE) (Beasley/Sampson)			
	18A3. General Fund Cash Analysis for Period Ending April 30, 2008 (ENCLOSURE) (Beasley/Sampson)			
Administrative Reports	19. ADMINISTRATIVE REPORTS (Agosto)			
	19A. RON DYTE, VICE PRESIDENT FOR ACADEMIC AFFAIRS ( <i>Absent</i> )			
	19B. THOMAS BEASLEY, ACTING VICE PRESIDENT FOR BUSINESS AND FINANCIAL AFFAIRS			
	19C. MICHAEL KERNS – ACTING VICE PRESIDENT FOR HUMAN RESOURCES			
	19D. GREG R. SANDOVAL, VICE PRESIDENT FOR STUDENT AFFAIRS			
Senate/Union /Association Reports	20. SENATE/UNION/ASSOCIATION REPORTS (Agosto)			
	20A. PROFESSOR VALERIE GOODWIN-COLBERT, PRESIDENT, ACADEMIC SENATE			
	20B. WANDA MAXWELL, PRESIDENT, CLASSIFIED SENATE			
	20C. PHILIP LOPEZ, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)			
	20D. MICHAEL SELBY, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)			
	20E. DEBBIE TRUJILLO, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)			
Superintendent/ President's Report	21. SUPERINTENDENT/PRESIDENT'S REPORT (Agosto)			
	RAJ K. CHOPRA, PH.D., SUPERINTENDENT/PRESIDENT			
Board Requests for Information	22. GOVERNING BOARD REQUESTS FOR INFORMATION (Agosto)			
	<u>Information Requested</u>	<u>Board Member</u>	<u>Due Date</u>	

	ITEM
<b>Governing Board Reports</b>	<b>23. GOVERNING BOARD REPORTS</b> (Agosto) <ul style="list-style-type: none"><li>23A. STUDENT BOARD MEMBER LETICIA DIAZ</li><li>23B. BOARD MEMBER TERRI VALLADOLID</li><li>23C. BOARD MEMBER YOLANDA SALCIDO<ul style="list-style-type: none"><li>1. Accreditation – Board Response</li></ul><p><i>Board Member Salcido gave a status report on the Board's response for accreditation.</i></p></li><li>23D. BOARD MEMBER JORGE DOMINGUEZ, Ph.D.</li><li>23E. BOARD VICE PRESIDENT JEAN ROESCH, Ed.D.</li><li>23F. BOARD PRESIDENT DAVID J. AGOSTO</li></ul>
<b>Closed Session</b>	<b>24. ADJOURN TO CLOSED SESSION/REPORT OF ACTION(S)</b> (Agosto) <p>Room 7214. <i>The Board adjourned to closed session at 10:10 p.m.</i></p> <ul style="list-style-type: none"><li>2A. CONFERENCE WITH LABOR NEGOTIATOR Negotiator: Michael Kerns/Jackie Osborne Employee Organizations: CSEA , SCEA , SCCDAA, Confidentials Government Code Section 54957.6</li><li>2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957</li><li>2C. LIABILITY CLAIM Claimant: [Martha Jimenez] Entity Claimed Against: [Southwestern Community College District] Government Code Section 54956.95</li></ul> <p><i>The Board reconvened at 10:52 p.m. General Counsel Yuri Calderon reported that the Board took one action in closed session. The Board considered and voted unanimously to reject a claim brought by an employee. The portion of the claim that was within the last six months was rejected; the other portions that were prior to six months were returned as late.</i></p> <p><i>Motion was made by Salcido, seconded by Valladolid. No further action was taken in closed session.</i></p>
<b>Adjournment</b>	<b>25. ADJOURNMENT 10:54 p.m.</b> (Agosto)
<b>Information</b>	<b>26. NEXT REGULAR MEETING</b>  Wednesday, July 9, 2008 Southwestern College 900 Otay Lakes Road, Room 214 Chula Vista, CA 91910



ITEM
RAJ K. CHOPRA, PH.D. GOVERNING BOARD SECRETARY
DAVID J. AGOSTO GOVERNING BOARD PRESIDENT



## SUGGESTED ORDER OF BUSINESS

### SPECIAL MEETING OF THE GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

DAVID J. AGOSTO, GOVERNING BOARD PRESIDENT  
JEAN ROESCH, ED.D., GOVERNING BOARD VICE PRESIDENT  
JORGE DOMINGUEZ, PH.D., GOVERNING BOARD MEMBER  
YOLANDA SALCIDO, GOVERNING BOARD MEMBER  
TERRI VALLADOLID, GOVERNING BOARD MEMBER  
LETICIA DIAZ, STUDENT BOARD MEMBER  
RAJ K. CHOPRA, PH.D., SECRETARY TO GOVERNING BOARD  
AND SUPERINTENDENT/PRESIDENT

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

DATE: Sunday, June 22, 2008  
TIME: 9:00 a.m.  
LOCATION: Southwestern College  
Learning Resource Center, (LRC), Rm L246  
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><b>1. CALL TO ORDER</b> (Agosto)</p> <p>9:06 a.m., LRC, Room L246</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: Agosto, Roesch, Salcido, Valladolid, Diaz (Student Board Member) Absent: Dominguez</p>
Oral Communication	<p><b>2. ORAL COMMUNICATION</b> (Agosto)</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> <p><i>No persons appeared.</i></p>

	ITEM											
Action (Carried)	3. SELECTION AND ENGAGEMENT OF COUNSEL											
		Agosto		Dominguez	S	Roesch		Salcido	M	Valladolid		Diaz-Student Advisory Vote
		Aye		Absent		Aye		Aye		Aye		Aye

(Agosto)

The Governing Board will consider selection and engagement of counsel to assist with the District's response to the Grand Jury Report.

*The Board voted to hire Gregory A. Vega, from Seltzer Caplan McMahon Vitek Law Corporation, to assist with the District's response to the Grand Jury Report.*

#### 4. ADJOURNMENT

(Agosto)

9:10 a.m.

**Raj K. Chopra, Ph.D.,**  
**Governing Board Secretary**

David J. Agosto  
Governing Board President

# PAYMENT OF BILLS

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
PAYMENT OF BILLS

PERIOD: May 1-31, 2008

FUND		WARRANT OR BANK CHECK NUMBERS	SUB-TOTAL AMOUNT	TOTAL
<b>GENERAL</b>	<b>PAYROLL</b>	517451	518257	
		519002	519004	
		519109	519119	
		104499	105215	\$ 1,929,819.73
		519936	518937	
		530045	530115	
		135219	135807	\$ 4,112,755.85
	<b>Sub-Total</b>			\$ 6,042,575.58
<b>GENERAL FUND</b>	<b>COMMERCIAL</b>			
(Fund 01)		191386	191429	\$ 24,765.87
		191431	191484	\$ 27,536.15
		191491	191539	\$ 36,605.36
		191543	191568	\$ 52,717.65
		191569	191617	\$ 88,886.43
		191624	191657	\$ 31,067.44
		191658	191695	\$ 63,428.85
		191709	191730	\$ 17,086.49
		191733	191781	\$ 27,381.82
		191787	191811	\$ 16,752.51
		191816	192206	\$ 68,414.00
		192207	192231	\$ 11,688.39
		192234	192251	\$ 35,102.39
		192254	192298	\$ 58,667.75
		192302	192325	\$ 7,215.62
		192327	192387	\$ 94,503.96
		192395	192435	\$ 51,592.84
		192439	192455	\$ 14,675.83
		192458	192477	\$ 136,896.87
		192480	192531	\$ 83,240.46
		192532	192547	\$ 8,005.59
	<b>Sub-Total</b>			\$ 956,232.27
<b>CAPITAL OUTLAY</b>				
(Fund 05)		191430	191430	\$ 4,066.75
		191488	191490	\$ 51,798.88
		191622	191623	\$ 210,229.85
		191708	191708	\$ 12,800.00
		191732	191732	\$ 1,740.92
		191784	191786	\$ 266,844.51
		191813	191815	\$ 11,990.12
		192253	192253	\$ 9,643.63

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
PAYMENT OF BILLS

FUND	WARRANT OR BANK CHECK NUMBERS		SUB-TOTAL AMOUNT	TOTAL
<b>CAPITAL OUTLAY</b>				
(Fund 05)	192299	192301	\$ 8,674.00	
continued	192326	192326	\$ 703.40	
	192392	192394	\$ 2,058.25	
	192479	192479	\$ 909.41	
<b>Sub-Total</b>			<u>\$ 2,466,190.73</u>	
<b>PROP. AA</b>				
(Fund 10)	191485	191487	\$ 10,693.20	
	191540	191542	\$ 318,903.64	
	191618	191621	\$ 2,112.14	
	191696	191706	\$ 53,537.14	
	191731	191731	\$ 415.84	
	191782	191783	\$ 13,530.23	
	191812	191812	\$ 12,320.00	
	192232	192233	\$ 99,331.30	
	192252	192252	\$ 9,120.00	
	192388	192391	\$ 44,993.63	
	192436	192438	\$ 1,304.08	
	192456	192457	\$ 660.24	
	192478	192478	\$ 17.02	
<b>Sub-Total</b>			<u>\$ 566,938.46</u>	
<b>FOUNDATION</b>				
(Fund 20)	191707	191707	\$ 2,529.65	
			<u>\$ 2,529.65</u>	
<b>BOOKSTORE</b>				
	46572	46619	\$ 477,571.83	
<b>Sub-Total</b>			<u>\$ 477,571.83</u>	
<b>FOOD SERVICES</b>				
	11715	11763	\$ 82,460.13	
<b>Sub-Total</b>			<u>\$ 82,460.13</u>	
<b><u>TOTAL DISBURSEMENT BY WARRANT/CHECK FOR THE PERIOD:</u></b>			<b><u>\$ 10,594,498.65</u></b>	