Item 11.7
Time has been set aside for the public to address the Board of Trustees on items that are NOT ON THE AGENDA, but those items will not be acted upon by the Board at this meeting. ALL speakers must submit a “Request to Speak” form (located on the information table at the meeting) prior to this portion of the meeting and will be recognized by the President of the Board. Five minutes will be allotted to each speaker and not more than 20 minutes on any subject.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

BUSINESS MEETING

BOARD MEETING ROOM – HASLEY HALL (HSLH-137)
College of the Canyons
26455 Rockwell Canyon Road ~ Santa Clarita, California 91355

5:30 p.m.
Wednesday, February 24, 2010

Closed Session will begin at 5:30 p.m.
Open Session will begin at 6:00 p.m. (public welcome).

1. PRELIMINARY FUNCTIONS
1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items
1.2 CLOSED SESSION
1.2a Public Employee Discipline/Dismissal/Release
    (pursuant to Government Code §54957)
1.3 Flag Salute
1.4 Approval of Agenda ACTION
1.5 Welcome to Guests/Recognition of Staff Representative(s)
   It is the desire of the Board to afford members of the audience an opportunity to speak to any item ON THE AGENDA. Audience members may address the Board at this time. When acknowledged by the President of the Board, the speaker should state name, affiliation (if any) and the item on the agenda to be addressed. (Audience members may also request to speak to an agenda item being considered by the Board during the course of the meeting through recognition by the President of the Board.)
1.6 Approval of Minutes ACTION
   • February 3, 2010 – Business Meeting
1.7 Recognition / “Up Close and Personal” ORAL
   • Dr. Miriam Golbert, Phi Theta Kappa Honors Society Advisor
2. **CONSENT CALENDAR**

Information concerning the consent items listed below has been forwarded for study to each Board member prior to this meeting. Unless a Board member removes an item from the Consent Calendar, the calendar will be approved at one time by the Board of Trustees. Items removed from the Consent Calendar for individual consideration will be acted upon immediately following approval of the Consent Calendar. A member of the audience may request that the Board provide further information regarding a specific item prior to the approval of the Consent Calendar. The following ACTION/CONSENT items on the adopted Agenda are recommended for approval at this time.

3.1 Approval of Agreement Between Santa Clarita Community College District and Niemi Brown LLC as External Evaluator for the US Department of Education Grant “Promoting Open Educational Resources”

5.1 Approval of Travel Authorizations Schedule T 09/10-13

5.2 Approval/Ratification of Interfund Transfers

6.1 Approval of Notices of Completion

6.2 Approval of Rider to Contract for Security Monitoring Services (Digital Security and Electronics)

6.3 Approval of Contract for the Applied Technology Education Center at the Canyon Country Campus (Calex Engineering Co.)

7.1 Approval of Personnel Schedule PERS 2009/2010-12

7.2 Approval of Educational Administrator Employment Contract for Interim Division Dean, Mathematics, Sciences, and Engineering Technologies

3. **INSTRUCTIONAL SERVICES**

3.2 Ratification of Membership to the ACME Network by Santa Clarita Community College District for Use by Animation/MEA Department

4. **STUDENT SERVICES**

4.1 Approval of the Academic Calendars for 2010-2011 and 2011-2012

4.2 Approval of Modifications of Accounting Procedures for Athletics Game Management and Travel Schedule for Spring Intercollegiate Competitions

5. **BUSINESS SERVICES**

5.3 Ratification of Engagement Letter Between Santa Clarita Community College District and Global Trademarks, Inc. for Trademark Application Processes

5.4 Approval of Purchase Agreement Between Santa Clarita Community College District and Coffee Kiosk for Food Service Modular Building and Built-In Equipment for the Canyon Country Campus

6. **PHYSICAL PLANT, FACILITIES, and CONSTRUCTION**

6.4 Approval of Change Order for the Truck Training Prop at Del Valle Regional Training Center

6.5 Approval of Contract for Site Repairs for the Canyon Country Campus (Stormwater Maintenance Co.)

6.6 Approval of Contract for Modernization Project for Coffee Kiosk at the Canyon Country Campus (H&S Electric, Inc.)

7. **HUMAN RESOURCES**

See Consent Calendar.

8. **INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES**

None.
9. **POLICIES AND PROCEDURES**

9.1 Approval of Board Policies and Procedures: BP 2760 and AP 2760 – Special Events/Activities, and AP 2735 – Board Member Travel, Second Reading  
9.2 Approval of Revisions to Board Policy 539 (BP 5901) – Course Repetition, First Reading  
9.3 Approval of Modification of Board Policy 540 (BP 5902) – Academic Renewal, First Reading  
9.4 Approval of Modification of Board Policy 542 (BP 5903) – Late Adds, First Reading  
9.5 Approval of Modifications to Board Policy 543 (BP 5904) – Late Refunds, First Reading  
9.6 Approval of Modification to Board Policy 537 (BP 5905) – Credit by Exam, First Reading  

10. **GENERAL**

10.2 Approval of Resolution No. 2009/10-11: In the Matter of the State Budget Crisis and Local Education Impact  
10.3 Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items  

11. **REPORTS**

11.1 Academic Senate Report  
11.2 Classified Senate Report  
11.3 Other Organization/Committee Reports  
11.4 Board Liaison Committee Member Report  
11.5 Chancellor’s Report  
11.6 Reports and/or Announcements by Board Members, Student Trustee, and/or Staff on Meetings and Conferences Attended  
11.7 Comments by Members of the Audience on Any Item NOT ON THE AGENDA  
11.8 New Requests/Recap of Requests Made During the Meeting by Board Members to Have an Item Placed On A Future Agenda  

12. **ANNOUNCEMENT OF NEXT MEETING**

Wednesday, March 10 – Business Meeting, 4:30 pm – Closed Session, 6:00 pm – Open Session, Board Meeting Room (HSLH-137), Hasley Hall, College of the Canyons.  

AND ADJOURNMENT
BACKGROUND / ANALYSIS:
This agreement arises from the U.S. Department of Education grant “Promoting Open Educational Resources” awarded to College of the Canyons. The terms of the grant require COC to engage an external evaluator to assist in designing and deploying evaluation instruments; to produce a series of evaluation reports; and to assist in meeting evaluation requirements of the US Department of Education. Niemi Brown LLC provides evaluation services to educational institutions and is experienced in evaluating large-scale federal grants.

The term of the agreement is 19 months. Total payment to Niemi Brown LLC shall not exceed $28,000:
- $16,000 for Year 01, February 25, 2010 to September 30, 2010
- $12,000 for Year 02, October 1, 2010 to September 30, 2011

Copies of the agreement are available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
The $28,000 will be paid out of the Open Educational Resources grant funds. There is no impact to the District’s Unrestricted General Fund.

RECOMMENDATIONS:
Move approval of Agreement between Santa Clarita Community College District and Niemi Brown LLC as external evaluator for the US Department of Education grant “Promoting Open Educational Resources”.

Submitted by: James Glapa-Grossklag
Dean, Educational Technology, Learning Resources and Distance Learning

Recommended by:
Dr. Mitjl Capet
Asst Supt/VP, Instruction

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as “DISTRICT,” and Niemi Brown, LLC, hereinafter referred to as “CONTRACTOR”.

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice 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, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the parties agree as follows:

1. **Scope of Service.** 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. Services to be provided by Contractor: Services of Evaluator for the Open Education Resources project, funded by U.S. Department of Education's Fund for the Improvement of Postsecondary Education (FIPSE). See attached "Exhibit A" for details of planned work, scope and deliverables. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor’s instructional materials, textbooks, etc., and/or other supplies related to this program.

2. **Term.** Contractor shall commence providing services under this Agreement on February 25, 2010, and will diligently perform as required and complete performance by September 30, 2011.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty-Eight Thousand Dollars ($28,000.00). District shall pay Contractor after District's Board of Trustee (“Board”) approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. 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 his/her acts and/or liabilities including those of his/her employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers’ compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars ($600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor’s employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due.

5. **Materials and Expenses.** 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

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5. **Materials and Expenses.** 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
Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

6. **Policies & Procedures and Rules & Regulations.** Contractor will comply with District’s policies, procedures, rules and regulations and applicable laws.

7. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. **Copyright/Trademark/Patent.**

   a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the 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’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

   b. **Contractor Use of Other Copyright/Trademark/Patent Materials.** Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

9. **Termination.** Either party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other party prior to the requested termination date. In such case, District shall compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

10. **Indemnification.** Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

   District agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

11. **Insurance.** Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers’ Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District shall be given thirty (30) days’ notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.
12. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

13. **Compliance With Applicable Laws.** The services 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 Agreement or accruing out of the performance of such operations.

14. **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 Agreement.

15. **Employment With Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

17. **Affirmative Action Employment.** Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

18. **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 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.

19. **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 certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third 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:

<table>
<thead>
<tr>
<th>To the District:</th>
<th>To the Contractor:</th>
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</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>Niemi Brown, LLC</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>14 Trovita</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Irvine, CA 92620</td>
</tr>
<tr>
<td>Attn: James Glapa-Grossklag</td>
<td>Attn: Rich Brown</td>
</tr>
<tr>
<td>Email: <a href="mailto:james.glapa-grossklag@canyons.edu">james.glapa-grossklag@canyons.edu</a></td>
<td>Email: <a href="mailto:richarsb@usc.edu">richarsb@usc.edu</a></td>
</tr>
<tr>
<td>Tele: 661-362-3632</td>
<td>Tele: 949-302-7424; Fax 714-417-9668</td>
</tr>
</tbody>
</table>

20. **Severability.** If any term, condition or provision of this Agreement 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.

21. **Validity and Enforceability.** In accordance with Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted.

22. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.
23. **Certification Regarding Debarment, Suspension or Other Ineligibility** (applicable to all agreements funded in part or whole with federal funds).

a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;
3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
5. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
6. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, parties hereby agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**CONTRACTOR**

<table>
<thead>
<tr>
<th>BY:</th>
<th>Signature of Authorized Representative</th>
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</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Mitji Capet</td>
</tr>
<tr>
<td>Print Title</td>
<td>Asst Superintendent/VP Instruction</td>
</tr>
<tr>
<td>Date</td>
<td>Board Meeting-Date of Approval/Ratification 2-24-10</td>
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</table>

<table>
<thead>
<tr>
<th>BY:</th>
<th>Signature of Authorized Representative</th>
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<tbody>
<tr>
<td>Print Name</td>
<td></td>
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<tr>
<td>Print Title</td>
<td></td>
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<tr>
<td>Date</td>
<td>Social Security # 13-4299485</td>
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<tr>
<td>Or Federal Tax ID #</td>
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</table>
“Exhibit A”

EVALUATOR: Niemi Brown, LLC

PRIMARY RESPONSIBILITIES ARE:

1. Consultation, advice, and direction on:
   - Identifying and articulating measurable objectives based on project goals
   - Defining how objectives will be measured
   - Identifying data to be collected
   - Identifying, designing, and deploying appropriate evaluation instruments
   - Meeting evaluation requirements as delineated in FIPSE guidelines: http://www2.ed.gov/about/offices/list/ope/fipse/outsideevaluator.html

2. Producing initial evaluation plan as delineated in FIPSE evaluation guidelines in consultation with Project Director and other key staff by March 15, 2010.

3. Participate in dialog with FIPSE program officer and other USDOE program staff as needed.

4. Writing Year 1 and Year 2 Evaluation Reports as delineated in FIPSE project guidelines and according to FIPSE timelines of July 2010 for Year 1 and September 2011 for Year 2.

5. Attend monthly status meeting, approximately 1.5 hours in duration either over the phone or in person.

COMPENSATION: Total not to exceed $28,000 for duration of contract, amounts divided into:

$16,000 for Year 01, February 25, 2010 to September 30, 2010;
$12,000 for Year 02, October 1, 2010 to September 30, 2011.

District shall pay Contractor upon successful completion and submission of deliverables, invoiced not more than once per month.

District will require an invoice by June 30th of each year for any services completed prior to June 30th but not yet invoiced in order for District to complete fiscal close process.
AGENDA CATEGORY  BUSINESS SERVICES

ITEM/TITLE  Approval of Travel Authorizations Schedule T 09/10-13  X ACTION/CONSENT

<table>
<thead>
<tr>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
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</table>

BACKGROUND / ANALYSIS:

The Travel Authorizations Schedule is presented for approval. Activities include attendance at conferences or conventions, as indicated, and other professional business activities related to District matters. Proposed expenditures are consistent with Board Policy.

A copy of the schedule is available from the Business Services Department, upon request.

FISCAL IMPLICATIONS:

Travel expenditure requests for fiscal year 2009-10 totaling $14,380.64 are included in the 2009-10 Adopted Budget.

RECOMMENDATIONS:

Move Approval of Travel Authorizations Schedule T 09/10-13.

Submitted by:       Approval for submission to Board of Trustees:
Kari Soffa

Recommended by:
Sharlene L. Coleal

Dr. Dianne G. Van Hook
Chancellor

5.1, Page 1
February 24, 2010
FULL AGENDA BOOK - PAGE 10
### TRAVEL AUTHORIZATION SCHEDULE
#### BOARD OF TRUSTEES MEETING
February 24, 2010

<table>
<thead>
<tr>
<th>Registration Fees</th>
<th>Trans</th>
<th>Lodging</th>
<th>Meals</th>
<th>Other</th>
<th>Total</th>
<th>Code</th>
<th>Funding Source</th>
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<tbody>
<tr>
<td><strong>RATIFIED TRAVEL</strong></td>
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<tr>
<td>1 3CDUG Conference</td>
<td>01/13-01/14/10 Santa Ana, CA</td>
<td>Anna Felich</td>
<td>55.00</td>
<td>55.00</td>
<td>195.92</td>
<td>-</td>
<td>-</td>
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<td>2 CCCEOPSA Executive Board Meeting</td>
<td>01/21-01/22/10 Sacramento, CA</td>
<td>Pamela Brodgdon-Wynne</td>
<td>No Cost to District</td>
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<tr>
<td>3 IREC - Hands On Solar, Inc. Planning Meeting</td>
<td>01/27/10 Los Angeles, Chula Vista &amp; Brawley, CA</td>
<td>Kathleen Alfano</td>
<td>40.00</td>
<td>-</td>
<td>15.00</td>
<td>-</td>
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<td>4 RP Group Board Meeting</td>
<td>01/29/10 San Bruno, CA</td>
<td>Barry Gribbons</td>
<td>70.00</td>
<td>-</td>
<td>45.00</td>
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<td>02/10-02/11/10 Sacramento, CA</td>
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FULL AGENDA BOOK - PAGE 11
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<td>23</td>
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<td>CAEYC Annual Conference</td>
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**INSTRUCTIONAL EXCURSIONS**

| No. | Event Description | Date | Location | Guest | Registration Fees | Transportation | Lodging | Meals | Other | Total | Code | Funding Source |
|-----|-------------------|------|----------|-------|------------------|----------------|---------|-------|-------|-------|------|----------------|---|
| 31  | Mus 173: Just Jazz - Mira Costa College Oceanside Festival | 04/15-04/19/10 | | Julie Lawson*** | - | - | - | - | - | - | | |
| 32  | Mus 177: Women's Choir - Choir Festival | 04/28/10 | | Julie Lawson*** | - | - | - | - | - | - | | |

**CLUB FIELD EXCURSIONS**

| No. | Event Description | Date | Location | Guest | Registration Fees | Transportation | Lodging | Meals | Other | Total | Code | Funding Source |
|-----|-------------------|------|----------|-------|------------------|----------------|---------|-------|-------|-------|------|----------------|---|
| 33  | Grad Club - USC Med School | 02/12/10 | | Kelly Cibe** | - | - | - | - | - | - | | |
TRAVEL AUTHORIZATION SCHEDULE  
BOARD OF TRUSTEES MEETING  
February 24, 2010

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<td>CCC Ice Hockey - PCHA Playoffs</td>
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<tr>
<td>Jim Schrage**</td>
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**MILEAGE**

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**GRAND TOTAL** $14,360.64

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**Administrative Oversight Codes**

- District Vehicle
- Private Vehicle
- Staff
- Substitute Required
- P - President (1000)
- IS - Instructional Services (2000)
- SS - Student Services (3000)
- BS - Business Services (4000)
- PP - Plant & Property (5000)
- PS - Personnel Services (6000)
- AD - Administrative Services (7000)
- R - Institutional Research (8000)
- CCC - Canyon County Campus (9000)

FULL AGENDA BOOK - PAGE 14
The attached schedule of interfund transfers is being submitted for Board review and approval. The schedule includes the general ledger accounts affected, the transfer amounts, and the reasons for the transfers.

These transactions are included in the fiscal year 2009-2010 current budget. Los Angeles County Office of Education requires that all interfund transfers be Board approved.

FISCAL IMPLICATIONS:
These transactions will create cash entries that correspond with the transfer-in revenues and transfer-out expenses outlined in the 2009-10 Current Budget.

RECOMMENDATIONS:
Move Approval/Ratification of Interfund Transfers.

Submitted by: Cindy Grandgeorge

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Sharlene L. Coleal
### District Transfers for Fiscal Year 2009-2010

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<th>Account Number</th>
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<td>7,630.00</td>
<td>7,630.00</td>
<td>Indirect Support for District -</td>
</tr>
<tr>
<td>11-48982-00-684090-2000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td></td>
<td>Economic Workforce Development Center Grant</td>
</tr>
</tbody>
</table>

#### COC Foundation Transfers for Fiscal Year 2009-2010

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>From Amount</th>
<th>To Amount</th>
<th>Reference and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>82-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - COC Foundation Program Fund</td>
<td>50,000.00</td>
<td>50,000.00</td>
<td>Miscellaneous Disbursements from Program Fund to Funds 81, 83, 84, 86, 87 and 89</td>
</tr>
<tr>
<td>8X-48982-00-XXXXXX-1000</td>
<td>Transfer In - COC Foundation Funds 81, 83, 84, 86, 87 and 89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8X-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - Various COC Foundation Funds</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>Transferring Administrative Fee income from various gifts to the COC Foundation Operating Fund per Administrative Fee Policy and Procedure</td>
</tr>
<tr>
<td>81-48982-00-930012-1000</td>
<td>Transfer In - COC Foundation Operating Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total - All Transfers**

<table>
<thead>
<tr>
<th>From Amount</th>
<th>To Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>154,377.00</td>
<td>154,377.00</td>
</tr>
</tbody>
</table>

*Note: Indirect Support Transfers to be posted after all expenditures have been made. Maximum amounts shown, actual transfers may be less based on expenditures.*
BACKGROUND / ANALYSIS:
The following construction contracts have been satisfactorily completed per the terms and conditions of the contract:

University Center
- Bid Package #121, Thermoplastic Roofing, Best Contracting Services, Inc.
- Bid Package #120, Glass, Glazing & Storefront, Santa Barbara Glass Company
- Bid Package #115, Ceramic Tile, Granite & Nature Stone, Premier Marble & Tile
- Bid Package #109, Doors, Frames & Hardware (Purchase), Construction Hardware Company

Applied Tech Center, Canyon Country Campus
- Bid Package #101, Site Plumbing, HPS Mechanical, Inc.
- Bid Package #103, Earthwork, Concrete & Asphalt, R.C. Becker & Son, Inc.

The Notices of Completion will be filed upon board approval. The filing of the Notice of Completion begins the final lien period for the project. All claims must be received within 30 days after the filing of the Notice of Completion. After 35 days, if no liens have been received, the final payment to the Contractor will be issued. It is preferred to issue the Notice of Completion immediately upon completion, so as to minimize the lien period and to make timely payment to the Contractor.

FISCAL IMPLICATIONS:
N/A.

RECOMMENDATIONS:
Move approval of Notices of Completion as noted above.

Submitted by: James C. Schrage
Vice President, Facilities Planning, Operations and Construction

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor

Recommended by:
## APPROVAL OF RIDER TO CONTRACT FOR SECURITY

### BACKGROUND / ANALYSIS:
The District entered into a contract with Digital Security for intrusion detection monitoring in 2005. At this time the District would like to add a rider to the original contract for monthly monitoring services for additional security equipment in the amount of $67.00 per month.

Copies of the rider have been distributed under separate cover.

### FISCAL IMPLICATIONS:
Funds for this rider are included in the General Fund for Maintenance Operations in the FY09/10 Adopted Budget.

### RECOMMENDATIONS:
Move approval of rider to contract for additional security monitoring services with Digital Security and Electronics, Inc.

---

**Submitted by:**

James C. Schrage  
Vice President, Facilities Planning, Operations and Construction

**Approval for submission to Board of Trustees:**

Dr. Dianne G. Van Hook  
Chancellor

**Recommended by:**

---
RIDER FOR ADDITIONAL SERVICES

This Rider made February 25, 2010 is part and is to be attached to Agreement made July 22, 2004, by and between Digital Security and Electronics, Inc. hereinafter referred to as "Digital Security" and Santa Clarita Community College District, hereinafter referred to as "Customer", for Security alarm service in the premises of the Customer at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.

The Customer hereby requests, and Digital Security agrees, to install the following additional protection:

| 1 Bosch 7412 Security control/communicator |
| 1 Bosch D1280B alphanumeric command center |
| X Bosch Octopopit zone expansion module |
| 2 Bosch DX4020 network interface modules |
| XX Pedestrian door contacts |
| Customer to provide IP Addresses and two RJ45 network drops at control panel location |

All other conditions remain the same.

The Customer hereby agrees to pay Digital Security, its agents and assigns, the sum of Zero Dollars ($0.00), payable Zero Dollars ($0.00) due upon execution of this agreement and Zero Dollars ($0.00) due upon completion of installation and to pay the additional sum of Sixty Seven Dollars ($67.00), per month in advance.

The parties hereto mutually agree that the aforesaid agreement, of which this rider is made a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this rider specifically provided.

This rider is not binding unless approved in writing by an officer of Digital Security and Electronics, Inc.

DIGITAL SECURITY AND ELECTRONICS, INC.  SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY  Gary Hoffner, Vice President  AGENT  SANCTIFIED PERSON AUTHORIZED TO SIGN FOR CUSTOMER

APPROVED  OFFICER OF DIGITAL SECURITY  Dr. Dianne G. Van Hook, Chancellor

FULL AGENDA BOOK - PAGE 19
### AGENDA

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PHYSICAL PLANT, FACILITIES and CONSTRUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM/TITLE</td>
<td>Approval of Contract for the Applied Technology Education Center at the Canyon Country Campus (Calex Engineering Co.)</td>
</tr>
</tbody>
</table>

### BACKGROUND / ANALYSIS:

The Applied Technology Education Center is one of the first permanent buildings on the Canyon Country Campus which will provide hands-on learning and training in the construction and automotive trade programs with an emphasis on "green" technology. This project consists of one permanent, tilt-up concrete building and four standard modular classroom buildings, modular restrooms and associated site work.

The District would like to enter into a contract with Calex Engineering Co. (Santa Clarita, CA) in the amount of $20,000 for installation and maintenance of erosion control devices for this project. Copies of the contract have been distributed under separate cover and are available upon request.

### FISCAL IMPLICATIONS:

This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this contract in the amount of $20,000 are included in the FY09/10 Adopted Budget.

### RECOMMENDATIONS:

Move approval of contract for the Applied Technology Education Center at the Canyon Country Campus as noted above.

---

Submitted by: James C. Schrage
Vice President, Facilities Planning, Operations and Construction

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Calex Engineering Co., 23651 North Pine Street, Newhall, CA 91321 ("Contractor").

WITNESSETH, the parties do hereby contract and agree as follows:

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Applied Technology Center Erosion Control

1. Payment. The lump sum price for the Work is Twenty-Thousand Dollars ($20,000).

2. Term. The term of this Agreement shall commence February 25, 2010 and shall end no later than December 31, 2010.

3. Terms. Payment shall be net 30 days upon satisfactory completion and acceptance of Work and receipt of Contractor invoice. Inspection of services shall be performed by authorized District personnel who shall recommend acceptance to the District.

4. Terms and Conditions. The Agreement includes the Terms and Conditions as printed and set forth on the reverse of this page or as attached. Contractor, by executing this Agreement, agrees to comply with such Terms and Conditions.

5. Labor and Performance Guarantee. The Contractor shall guarantee all labor and materials used in the performance of this Agreement for a period of ninety (90) days from the date of acceptance of Work by the District or per proposal/quote/manufacturer’s warranty, whichever is longer.

6. Insurance. Contractor is aware of the laws of the State of California requiring employers to provide Workers’ Compensation insurance. Contractor shall provide Commercial General Liability, Automobile Liability and Workers’ Compensation. Certificate(s) of Insurance naming the District as an Additional Insured shall be submitted to District prior to commencing Work when requested by the District.

7. Indemnification. Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

8. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than $1,000, and Contractor will comply with said requirement.

9. Documents. Parties hereunto subscribe to this Agreement, including all Agreement documents described below:
   a. ☐ Scope of Work/Proposal (If not described in 1. above, document is attached hereto and made a part hereof).
   b. ☐ Specifications (If not described in 1. above, document is attached hereto and made a part hereof).
   c. ☐ Payment Bond (If checked, must be submitted to District prior to commencing Work).
   d. ☐ Labor and Materials Release (If checked, must be submitted to District prior to payment).
   e. ☐ Other: ____________________________

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: Authorized Representative

Print Name Dr. Dianne G. Van Hook
Print Title Chancellor
Date Board Meeting
Date of Approval

CONTRACTOR

BY: Authorized Representative

Print Name
Print Title
Date CONTRACTOR’S LICENSE NUMBER
TERMS AND CONDITIONS

1. EQUIPMENT AND LABOR: The CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the service herein described. The service shall be performed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated.

2. SUBCONTRACTORS: Subcontractors, if any, engaged by the CONTRACTOR for the service shall be subject to the approval of the DISTRICT. CONTRACTOR shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Workers’ Compensation and general liability insurance.

3. SAFETY AND SECURITY: It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present.

4. TERMINATION: The DISTRICT may terminate this Agreement upon ten (10) days notice without cause and the CONTRACTOR shall be entitled to compensation based on the services completed to the satisfaction of the DISTRICT. The DISTRICT may terminate immediately upon default and may withhold from payments due CONTRACTOR on this or any other Agreement the amount necessary to complete the contracted Work.

5. AGREEMENT CHANGES: No changes or alterations to this Agreement shall be made without specific prior written approval by the DISTRICT.

6. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until the conflict is resolved by a DISTRICT representative. This document and any attachments referenced represent the entire Agreement and shall be enforced and interpreted under the laws of the State of California. In the event any provision of the Agreement shall be held invalid, the remainder shall be in full force and effect.

7. WORKERS: CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from DISTRICT’s worksite and shall not again be permitted on DISTRICT’S worksite without the written consent of the DISTRICT.

8. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior written approval of the DISTRICT.

9. CONTRACTOR SUPERVISION: CONTRACTOR shall provide competent supervision of personnel employed on the job, use safe high quality equipment, and consistently deliver quality workmanship.

10. PROTECTION OF WORK AND PROPERTY: The CONTRACTOR shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Agreement services. In an emergency affecting life and safety of life or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT’S worksite shall not again be permitted to act, at his discretion, to prevent such threatened loss or injury.

11. INSPECTION OF WORK: DISTRICT representatives shall at all times have access to work areas, whether it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access.

12. ASSIGNMENT OF AGREEMENT AND/OR PURCHASE ORDER: The CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT.

13. DEFAULT: Failure of the CONTRACTOR to comply with any of the terms and/or conditions of this Agreement shall constitute default by the CONTRACTOR.

14. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

15. PERMITS AND LICENSES: The CONTRACTOR and all of his employee or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or service herein listed.

16. FORCE MAJEURE: CONTRACTOR shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, terrorist act, lock-out, or acts of the government when satisfactory evidence thereof is presented to the DISTRICT, and provided that it is satisfactorily established that the nonperformance is not due in full or in part to the fault or neglect of the CONTRACTOR, its employees, subcontractors, suppliers or agents.

17. INDEMNIFICATION: CONTRACTOR and its successors or assigns agree to defend, indemnify and hold harmless the DISTRICT and its governing board, officers, employees, agents, subcontractors and volunteers from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney’s fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), or any violation or alleged violation of statutes, ordinances, rules or regulations of any governmental entity or agency, to the extent such are caused by, alleged to be caused by or arising out of:

(a) The negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractor, agents or employees;
(b) Any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors;
(c) The use of any copyrighted materials or patented inventions; or
(d) CONTRACTOR's breach of its warranties or obligations under this Agreement.

18. INSURANCE: The CONTRACTOR shall maintain adequate insurance for protection from claims under Workers’ Compensation acts and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Agreement. Failure to furnish the Agreement required insurance documents may be considered a material default of the CONTRACTOR.

19. PAYMENT: Unless otherwise specified, the CONTRACTOR shall render invoices in duplicate for materials delivered or services performed under the Agreement. The DISTRICT shall make payment in full for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. No progress payments shall be authorized unless specifically called for in the Agreement.

20. INDEPENDENT CONTRACTOR: While engaged in carrying out the terms and conditions of the Agreement, the CONTRACTOR is an independent contractor, and not an officer, employee, or agent of the DISTRICT.

21. AFFIRMATIVE ACTION: It is the policy of the Santa Clarita Community College District that in connection with all services performed under construction agreements and purchasing contracts, there be no discrimination against any employee engaged in the work because of creed, and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code Section 1410 and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by all subcontractors employed on the work by him.

22. LABOR CODE: CONTRACTOR shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, ch. 1 Articles 1-5, including the payment of the General Prevailing Wages. Copies of the prevailing rate of per diem wages are on file in the DISTRICT’S Facilities Office.

If applicable statutes require payment of Prevailing Wages, CONTRACTOR shall maintain for audit by the DISTRICT, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request.

23. CLEAN-UP: The premises shall be kept clean and orderly at all times.

24. TIME: Time is of the essence in this Agreement.

Acknowledged Receipt: __________________________  Initialed/Date __________________________
### AGENDA

**CATEGORY**  
HUMAN RESOURCES

**ITEM/TITLE**  
Approval of Personnel Schedule PERS 2009/2010-12

**ACTION/CONSENT**  
X

**BACKGROUND / ANALYSIS:**

Please see the attached.

**FISCAL IMPLICATIONS:**

N/A

**RECOMMENDATIONS:**


Submitted by:  
Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

Diane Fiero  
Asst. Supt/VP, Human Resources
A. ACADEMIC PERSONNEL

1. End of Service
   No business.

2. Employment – Regular
   No business.

3. Employment, Temporary Hourly as Needed

   These instructors are being hired for the Spring 2010 session. Other individuals have been approved for this semester on prior agendas while other adjunct faculty will be presented as the need arises. In addition, this list includes individuals who are regular (full-time) members of the College of the Canyons Staff:

   Adjunct Instructors: Spring 2010 (02/08/10 – 06/04/10)

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gomes da Costa</td>
<td>George</td>
<td>Physics</td>
</tr>
<tr>
<td>Gimple*</td>
<td>Phoebe</td>
<td>Biological Sciences</td>
</tr>
<tr>
<td>Miller</td>
<td>Terrel</td>
<td>Real Estate</td>
</tr>
<tr>
<td>Rassool</td>
<td>Ruth</td>
<td>General Studies (TLC)</td>
</tr>
<tr>
<td>Triviza</td>
<td>Anastasia</td>
<td>Multimedia</td>
</tr>
</tbody>
</table>

   * Denotes new instructors hired under equivalency

   Additional names of adjuncts and noncredit instructors may be presented to the Board.

4. Authorization to Employ – Full-Time
   No business.

5. Authorization to Employ – Other
   No business.

6. Other
   a. Approval of Independent Contractor Payment for Services Rendered:
      No business.

   b. Approval of Contracts:
      No business.

   c. Approval of Guest Lecturers:
      No business.

      Additional names of guest lecturers may be presented to the Board.
d. Approval for Payment of Supplementary Services in Addition to Regular Services for Part-time Faculty:

No business.

e. Other:

No business.
B. CLASSIFIED PERSONNEL

1. End of Service
   No business.

2. Employment – Regular
   David Rocha, Groundskeeper II, Classified Represented Salary Schedule B, Range 15, Step 2 ($3,115.00/month), effective February 25, 2010. (Position #655000-CD10)

   Claudia Kirby, Information Technology Technician II (Computer Support)(60%), Classified Represented Salary Schedule B, Range 32, Step 1 ($2,404.80/month as pro-rated for 60%). Start date pending. (Position #678200-CD10)

   Maintenance Worker III, salary and start date pending. (Position #651600-CD08 – replacement for Bob Welch)

   Maintenance Worker III, salary and start date pending. (Position ##651600-CD13)

3. Employment – Adult Hourly
   The following employees will not be allowed to meet or exceed 1000 hours and/or 180 days per academic year.
   
   a. Substitute.
      No business.
   b. Temporary.
      From time to time the District experiences a need to employ substitute and short-term/adult hourly employees. These individuals are employed and paid for less than 75 percent of a college year and are not part of the classified service. These individuals should be distinguished from students employed part-time, in any college work-study program, or in a work experience education program.

      At College of the Canyons an adult hourly or substitute employee is asked to perform a service for the District that is related to one or more of the following conditions:
      - replacement for an employee on leave (substitute);
      - working during a period of high student demand;
      - working on a special project of a short-term nature;
      - is in a position that enhances services to students;
is doing academic tutoring associated with the academic cycle; and
is in a seasonal position (for example a part-time coach).

Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.

**Adult Hourly V - $10.50 per hour**
Provides general assistance in an office, department or classroom. Has basic and practical knowledge, skills, training and/or experience. May require use of computer programs and/or software. Supervisor will provide minimal training. Performs manual and clerical tasks and duties with a small degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morey, Timothy</td>
<td>Health Science</td>
<td>2/25/10</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Royer, Cameron</td>
<td>CTE</td>
<td>2/25/10</td>
<td>6/25/10</td>
<td>Project</td>
</tr>
<tr>
<td>Williams, Jeanine</td>
<td>Supl. Instr/TLC</td>
<td>2/25/10</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

**Adult Hourly VIII - $15.00 per hour**
Provides general and specialized assistance in an office, department or classroom. Has specialized skills or expertise that do not require specialized training. Performs general and specialized tasks and duties that have a greater degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elton, Matt</td>
<td>Welding Tech.</td>
<td>2/25/10</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

**Adult Hourly IX - $16.75 per hour**
Provides specialized assistance in an office, department or classroom. Has specialized skills that require specialized training, primarily at the college level. Performs specialized tasks and duties that have a high degree of difficulty under minimal supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whitten, Ray H.</td>
<td>PE/Athletics</td>
<td>2/25/10</td>
<td>6/25/10</td>
<td>Seasonal</td>
</tr>
</tbody>
</table>

**Adult Hourly XI - $21.00 per hour**
Provides higher level of specialized assistance in an office, department or classroom. Requires more advanced specialized knowledge, skills, training and/or experience. Performs more advanced specialized tasks and duties that have a high degree of difficulty under minimal supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mason, Lynn</td>
<td>Contract &amp; Procurement</td>
<td>3/26/10</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
<tr>
<td>Mortera-Brual, Lisa</td>
<td>Payroll</td>
<td>3/26/10</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
</tbody>
</table>
Start Date Revision

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Original Start Date</th>
<th>Revised Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monay-Lopez, Raquel</td>
<td>Computer Support</td>
<td>2/03/10</td>
<td>2/04/10</td>
</tr>
</tbody>
</table>

End of Service

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Original End Date</th>
<th>Revised End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robinson, Angel</td>
<td>Admin. Services</td>
<td>6/25/10</td>
<td>2/05/10</td>
</tr>
<tr>
<td>Wu, Hanna YiLi</td>
<td>ECE</td>
<td>6/11/10</td>
<td>2/03/10</td>
</tr>
</tbody>
</table>

4. Authorization to Employ – Full-Time
   No business.

5. Authorization to Employ – Part-Time
   No business.

6. Other
   a. Approval of payment to Community Services providers:
      (Fully self-supporting operation)
      No business.
   b. College Assistants (Student Workers):
      District Funded
      No business.
      Funded from Supplementary Sources
      No business.
   c. Approval of Contracts:
      No business.
   d. Approval for Payment of Supplementary Services in Addition to Regular Services:
      No business.
   e. Approval of Independent Contractor Payment for Services Rendered:
      No business.
   f. Information:
      No business.
g. Volunteers:

End of Service

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aaver, Keri</td>
<td>Career Center</td>
</tr>
<tr>
<td>Bell, Jenny</td>
<td>Career Center</td>
</tr>
<tr>
<td>Whitten, Ray</td>
<td>PE/Athletics</td>
</tr>
</tbody>
</table>

h. Other:

Shamiran Rogers, Student Services Specialist II – Transcripts (Admissions & Records), end of temporary out of class assignment during maternity leave of Student Services Specialist III (Admissions & Records). From Classified Represented Salary Schedule B, Range 20, Step 6 ($4,218.00/month to Classified Represented Salary Schedule B, Range 18, Step 5 ($3,892.00/month), effective February 1, 2010.

Lin Betancourt, Student Services Coordinator III (Campus Safety), management intiated reassignment to Instructional Support Coordinator III (Distance Learning). Lateral transfer, no change in salary. Effective February 9, 2010. (Remains position #601000-CD01)

Lynne Lowe, Administrative Assistant III (Distance Learning), management intiated reassignment to Administrative Assistant III (Campus Safety). Lateral transfer, no change in salary. Effective February 9, 2010. (Remains position #611000-CD01)

Administrative Responsibility

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C. MANAGEMENT

1. End of Service
   Dr. Ram Manvi, Division Dean, Mathematics, Sciences & Engineering Technologies. Dr. Manvi passed away on Monday, February 1, 2010. (Position #490200-AM01)

   Keith Rypka, Director, Center for Applied Competitive Technologies, effective March 1, 2010. Resignation. (Position #099900-CM01)

2. Employment – Regular
   Dean, Career Technical Education. Salary and start date pending. (Position # 609000-AM01)

   Joseph Gerda, Interim Division Dean, Mathematics, Sciences & Engineering Technologies. Salary $11,458.33 per month, effective February 8, 2010. (Position #490200-AM01)

   Peter Bellas, Part-time Classified Administrator (Temporary), effective March 1, 2010 at the rate of $60 per hour.

3. Employment – Hourly
   No business.

4. Authorization to Employ – Full-Time
   Division Dean, Mathematics, Sciences & Engineering Technologies, replacement for Dr. Ram Manvi, district funded position. (Position #490200-AM01)

   Director, Center for Applied Competitive Technologies (CACT), replacement for Keith Rypka. (Position #099900-CM01). Grant funded position.

5. Authorization to Employ – Part-Time
   Part-time Classified Administrator (Temporary). Temporary part-time hourly position to provide Center oversight during transition in the Director, Center for Applied Competitive Technologies position. Grant funded position.
6. Other

Employee #0230557, administrative leave effective February 3, 2010 to June 30, 2010.

Administrative Responsibility

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IS
AGENDA CATEGORY  HUMAN RESOURCES

ITEM/TITLE  Approval of Educational Administrator Employment

Contract for Interim Division Dean, Mathematics, Sciences and Engineering Technologies

BACKGROUND / ANALYSIS:

Attached is the Educational Administrator Employment Agreement for Mr. Joe Gerda, Interim Division Dean, Mathematics, Sciences and Engineering Technologies, effective February 8, 2010 through June 30, 2010.

Agreement by the Board enables the District to meet its legal requirements for Public Agency contracts as well as Los Angeles County Office of Education requirements for payment.

FISCAL IMPLICATIONS:
Funds for this expenditure have been included in the 2009/2010 budget.

RECOMMENDATIONS:
Move approval of the Educational Administrator Employment Contract for Interim Division Dean, Mathematics, Sciences and Engineering Technologies.

Submitted by:        Approval for submission to Board of Trustees:
Diane M. Fiero

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Diane M. Fiero
Asst Supt/VP, Human Resources
The Santa Clarita Community College District (District) and Mr. Joseph Gerda (Educational Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs the Educational Administrator in the position of **Interim Division Dean of Mathematics, Sciences and Engineering Technologies.**

2. **General Terms and Conditions of Employment:** This Agreement is subject to all applicable laws of the State of California; the rules and regulations of the Board of Governors of the California Community Colleges; and the rules, regulations, policies, and procedures of the District. Said laws, rules, regulations, policies, and procedures are hereby made a part of the terms and conditions of this contract. It is understood and agreed that the laws, rules, regulations, policies, and procedures may be amended or repealed from time to time. These changes are deemed to be incorporated into this Agreement.

3. **Duties and Responsibilities:** By signing this Agreement, the Educational Administrator agrees to perform all of the duties and accepts all of the responsibilities as specified in the job description for the named position, and all duties and responsibilities which may be delegated to the Administrator by the Chancellor, or appropriate supervising administrator, in accordance with the laws, rules, regulations, policies, and procedures set forth above and in accordance with the District's Board Policy.

In addition to the duties and responsibilities enumerated in the respective job description, the **Interim Division Dean of Mathematics, Sciences and Engineering Technologies** is expected to represent the District by attending and participating in a variety of community and civic programs and events, public service occasions, social events, job-related meetings at the local and state level, and other activities as directed by the Chancellor, or appropriate supervising administrator.

4. **Term of Contract:** The term of the contract shall be for the term **beginning February 8, 2010 and ending June 30, 2010 or an agreeable date to be determined.**

5. **Salary:**

A. The annual salary of the Educational Administrator shall be payable at the rate of **$11,458.33** per month effective **February 8, 2010.** Salary paid for a service period less than the full academic year shall be paid on a prorated basis. Salary to be paid during any part of the Agreement may be increased by the District during the term of the Agreement.
B. The Educational Administrator will be reimbursed, on a monthly basis, for actual costs, including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

C. Salary to be paid Educational Administrator may be increased during any part of the term of this Agreement at the sole discretion of the District based on modification of the job description or based on merit. "Merit" as used in this section means a determination in the sole discretion of the District governing board that:

1. The quality of Administrator’s performance has been so extraordinarily high that recognition beyond that provided by the Evaluation Process is warranted; and/or

2. The Administrator has developed enhanced capabilities and competencies that add significant value to the services rendered to the District; and/or

3. The Administrator has demonstrated initiative which significantly improves the District’s functioning; or, which results in significant monetary saving and/or generation of significant unanticipated revenue; or, the creation of significant new opportunities for the development of the District that would not have existed without Educational Administrator’s initiative and effort.

6. Health and Welfare Benefits: District shall provide the Administrator health and welfare benefits as approved by the Board of Trustees for all District managers. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.

7. Fringe Benefits: Administrators shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and job-related expenses as specified in appropriate Board policy, and District rules and regulations unless otherwise specified in this Agreement. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.

A. Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of forty-four (44) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.
B. A maximum of fifteen (15) days of unused vacation may be exchanged for cash compensation each fiscal year. Exceptions to this may be made by the Chancellor.

Administrators shall be entitled to twelve (12) sick days per fiscal year with full pay. A maximum of twelve (12) sick days each fiscal year may be used for the purposes of personal necessity.

C. The amount and purpose of the District's contributions for employees' fringe benefits will be established annually by the District. The District shall pay the cost for health insurance premiums for employee-plus-dependents coverage. However, employees electing coverage under a PPO plan will be required to pay the employee contribution amount established annually by the district.

D. Administrators/managers who are currently enrolled in the cash in lieu of medical benefits program will continue to receive this benefit. The amount of the cash-in-lieu of medical benefits would remain at the employee’s 2005-2006 established rate.

E. Administrators/managers who receive the cash in lieu of medical benefits, who elect to change health and welfare coverage to one of the District medical plans may not return to the cash in lieu program at a later date.

F. Administrators/managers who are not enrolled in cash in lieu and new administrators/managers hired after July 1, 2005 will not be eligible to participate in the District’s cash-in-lieu of medical benefits Section 125 plan.

G. Administrators/managers shall be eligible to participate in a Section 125 benefits plan which includes pre-tax premium(s), dependent care, and medical reimbursement accounts.

8. Evaluation: Administrator shall be evaluated according to District policy and procedure established for this position.

9. Retreat Rights: The retreat rights for Educational Administrators and former faculty members hired on or after July 1, 1990, shall be in accordance with Education Code Section 87458 and applicable District policy.

10. Termination of Agreement: This Agreement may be terminated for cause in accordance with applicable law. If this Agreement is terminated for any reason other than cause, the maximum cash settlement that may be agreed to is the monthly salary times the number of months unexpired in the Agreement.
11. Miscellaneous Provisions:

   A. This Agreement contains the entire agreement and understanding between
      the parties. There are no oral understandings, or terms and conditions not
      contained or referenced in this Agreement.

   B. This Agreement may be modified or superseded only by a written
      amendment executed by both parties, or by a change of rules, regulations,
      policies, and/or procedures adopted by the Board of Trustees.

   C. This Agreement shall be construed and interpreted under the laws of the
      State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the
dates indicated below.

_____________________________________     ___________________
District Representative     Date

_____________________________________     ___________________
Educational Administrator     Date

Date Approved by Board of Trustees:   **February 24, 2010.**
AGENDA CATEGORY  INSTRUCTIONAL SERVICES

ITEM/TITLE  Ratification of Membership to the ACME Network by

Santa Clarita Community College District for Use by

Animation/MEA Department

ACTION/CONSENT  

ACTION  X

INFORMATION  

DISCUSSION  

BACKGROUND / ANALYSIS:
The ACME Network connects Animation and Media Entertainment Arts (MEA) students to their peers at other two and four year colleges as well as with over 60 animation studios through online and weekly teleconferences. Membership includes opportunities for COC/MEA students to gain critical thinking and writing skills by conducting peer reviews of animation produced by junior high and high school students.

In 2008-2009, the Animation department received a Foundation mini-grant to fund the first year of ACME use (ACME agreed to waive 90% of its fee). Copies of the agreement are available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
None. The $10,000 membership fee will be funded by a Medtronic Foundation Grant and a Perkins Grant.

RECOMMENDATIONS:
Move to Ratify the Membership to the ACME Network by Santa Clarita Community College District for use by the Animation/MEA Department.

Submitted by:                  Approval for submission to Board of Trustees:
Floyd Moos                    Dr. Dianne G. Van Hook
Dean, Fine and Performing Arts Chancellor

Recommended by:

Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
THE ACME ANIMATION ON-AIR PARTICIPATION AGREEMENT

This ACME Animation On-Air Participation Agreement (this “Agreement”) describes the terms and conditions for the undersigned’s (“Participant”) participation in the ACME Animation On-Air Program (the “Program”).

The Program is run by The ACME Network, a non-profit organization (“ACME”). The Program is an interactive community of schools and other organizations through which students are provided the opportunity to showcase their art and animation to one another and to animation professionals throughout the school year. ACME created, and continues to operate the Program in order to provide students who are, or may be, interested in visual art and animation with the ability to learn more about visual art and animation. The Program is also intended to enable professionals and peers to be a source of honest and thoughtful critique for the student performances.

1. REGISTRATION, COSTS AND EXPENSES.

A. Participant Registration. In order to participate in the Program each school year, Participant shall be required to register online with ACME at the www.acmeanimation.org website (the “ACME Website”). Participant and/or an authorized faculty member of Participant shall register each classroom which is to be included as part of the Program (each such classroom, a “Licensed Classroom”). As part of the registration process Participant shall agree and shall cause any participating faculty member and students to agree with ACME’s Online Terms and Conditions located on the ACME Website and which are incorporated herein by this reference.

B. Participation Fee: In order to participate in the Program each school year, Participant shall pay ACME a non-refundable annual fee for each Licensed Classroom (the “Annual Fee”). The Annual Fee for the first Licensed School Year (as defined below) shall not exceed $12,500 per Licensed Classroom, which Annual Fee is due and payable within thirty (30) days of receipt of ACME’s invoice therefor. ACME reserves the right to increase the amount of the Annual Fee each Licensed School Year by no more than the Consumer Price Index. Invoices for the following school years will be mailed to Participant in May of each year with such years Annual Fee being due and payable on or before July 15 of the same year.

2. GOODS AND SERVICES. ACME will provide Participant for the benefit of each of its Licensed Classrooms with full membership in the Program for the school year, which shall continue from July 1 through June 30, Participant has paid the Annual Fee (the “Licensed School Year”). Full membership includes, for each Licensed Classroom, the provision of:

A. Professional Assignments: Throughout the Licensed School Year, individual professionals will assign additional challenges for ACME students.

B. Faculty Member Development: The availability of ACME staff for faculty member orientation and professional development via videoconferencing, web casts, or ACME Online.

C. Promotional Materials: Graphics, videos, and prose that may assist Participant in publicizing and describing to its constituents. ACME will share these materials, as it deems appropriate.

D. Customer Service: Via telephone or email, guidance and assistance reasonably requested by Participant faculty members.

E. Full Membership in ACME Animation Online which includes, among other things:

   • Opportunity to upload and show student work to a national and international audience.
Periodic web casts for students and faculty members.

An interactive space where Participant faculty members and students may exchange work and feedback among themselves.

The ability for students to earn access through professional approval to place their portfolios in the Portfolio Center.

Faculty membership in the ACME Online Teacher Community

F. **Classroom Materials**: ACME grants Participant the non-exclusive, nontransferable right to use the curriculum, video resources in the Teacher’s Guide, the ACME Challenges and other material provided by ACME (the “Classroom Materials”) as part of the Program in the Licensed Classrooms solely in connection with its participation in and implementation of the Program. However, Participant may not duplicate the Classroom Materials provided by ACME nor disseminate them beyond the immediate Licensed Classroom without prior written consent of ACME, which ACME has the sole discretion to grant or withhold.

G. **Telecasts**: Participant and Participant’s faculty and students will be provided with access to ACME’s interactive, video-conference critique sessions (“Telecasts”) with artists and/or with animation professionals held weekly or bi-monthly (depending on the level of student proficiency). Participant may not transmit or retransmit the Telecasts to any other entity other than those parties participating in the Program. Participant may record a single unedited copy of each Telecast for the sole purpose of showing such Telecast during the Licensed School Year. Any use of the Telecasts other than as contemplated by this Agreement will require the prior written consent of ACME, which ACME has the sole discretion to grant or withhold.

3. **PARTICIPANT RESPONSIBILITY**: Participant will be responsible for the following:

A. **Local Animation Program**: Participant is solely responsible for creating, hosting and maintaining the Participant animation program within the Licensed Classroom, which includes the design, implementation, curriculum, management, enrollment, instruction, assessment, equipment and technical connections to the Telecasts. ACME strongly recommends that Participant use the “ACME Spiral” methodology outlined in the Teacher Guide, to maximize the benefits for students and faculty members of professional feedback supplied by ACME.

B. **Integration**: Participant shall create a seamless local interface with ACME and the ACME community for each Licensed Classroom. In order to do so, Participant shall provide a technical contact and program contact who can work with scheduling requirements, technical specifications, and ACME community protocols.

C. **Reciprocity**: Participant shall provide feedback, assessments and other Program data to ACME as requested by ACME from time to time (altogether “Feedback”). This Feedback will include, but not be limited to:

   (i) **Surveys**: ACME, its agents or employees will distribute periodic and year-end student, faculty and administrator surveys to gather data to be used for purposes of program assessment and improvement, publicity, resource development, and/or future planning. These surveys will require responses from students, alumni students, faculty, and/or school administration, which Participant agrees to provide to the best of its ability, in accordance with reasonable deadlines set by ACME.

   (ii) **Updates**: Participant agrees to keep ACME updated on current and alumni student progress, which includes providing specific information about matriculation, job placement, career shifts, and use of skills in general, subject to governing laws and regulations, Participant policies and student objections.
4. RIGHTS AND OWNERSHIP

A. Modifications: To improve service to students, faculty, and Participant, ACME may make any reasonable changes to the Program’s curriculum, Program Materials, participation levels, transmission format, technical specifications, and ACME protocols at any time during the Licensed School Year, as long as these changes do not: (i) materially interfere with Participant’s ability to participate successfully in the Program or (ii) put undue stress on Participant’s resources. ACME agrees to notify Participant (by email or posting on the ACME Website) of any modifications ACME considers to be material.

B. Proprietary Rights: ACME is and shall remain the exclusive owner of the Program and all materials, webcasts, online content and course curriculum produced and/or published by or on behalf of ACME for the Program, including without limitation the Telecasts, the Classroom Materials and the Feedback (altogether, the “Program Materials”). No portions of any Program Materials Telecast or Feedback may be duplicated without written consent from ACME or used outside the Program.

C. Trademarks: Except as expressly approved in writing, neither party to this Agreement shall use or authorize the use of the other party (or any other participating party’s) names, logos, trademarks, or any derivations or references thereof. Participant acknowledges that the names, taglines, and logos used by ACME regarding the Program and The ACME Network are the exclusive property of The ACME Network. Participant will not use any logos or trademarks of any participating studios. Notwithstanding the foregoing, ACME shall have the right to identify Participant as a participant in the Program. In addition, Participant shall have the right to affirmatively state in any grant application or otherwise that Participant is a member of the Program, provided that Participant does not affirmatively state or imply that any agency, employment or partnership has been created between ACME, Participant, or any studio, individual, or other entity involved in the Program or take any other action inconsistent Section 8 (C).

D. Personal Information. ACME respects the privacy of each of the students who participate in the Program. As such, all use by ACME of a student’s personal information will be subject to ACME’s Privacy Policy located on the ACME Website, as amended from time to time in accordance with the terms therein. In addition, ACME and Participant each agree to comply with all applicable laws with respect to the use, maintenance and distribution of any personal information collected from students as a result of their participation in the Program.

5. RELEASES; LICENSE.

A. Releases. Participant agrees to obtain a student release (in the form attached hereto as Exhibit A) from each student (or each student’s legal guardian if such student is under 18 years of age) and a faculty release (in the form attached hereto as Exhibit B) from each faculty member in a Licensed Classroom permitting ACME to videotape, photograph and make recordings (“Recordings”) of such students and faculty member(s) and to use the materials created by them through the Program (“Student Materials”) in connection with the Program and/or advertising and publicity for the Program, as well as in connection with other ACME programs and/or materials.

B. License. To the extent that Participant holds rights in such material or recordings, Participant hereby grants ACME, its agents and assigns a worldwide, perpetual, irrevocable, non-exclusive right to edit, make derivative works of, digitize, transmit, broadcast, publicly display, publicly perform, copy and distribute the Student Materials and Recordings or any portion thereof throughout the world, in all media now known or hereinafter discovered, as part of the Program and in the advertising and publicity for the Program. Finally, Participant hereby releases ACME, its agents, employees, licensees and assigns from and against any and all claims which Participant has or may have in the future arising out of the production, distribution, publication, broadcast or exhibition of the Student Materials or the Recordings as permitted hereunder.
6. **INDEMNIFICATION.**

A. ACME agrees to indemnify, defend and hold harmless Participant, its board of trustees, officers, faculty, employees, students and agents from and against any and all claims and losses, including reasonable attorney’s fees, accruing or resulting from ACME’s gross negligence or intentional misconduct.

B. Participant agrees to indemnify, defend and hold harmless ACME, its officers, board members, agents and employees from and against any and all claims and losses, including reasonable attorney’s fees, accruing or resulting from (i) Participant’s, its faculty and/or students’ gross negligence or misconduct, as defined in ACME’s Online Terms and Conditions, and (ii) Participant’s, its faculty and/or students’ participation in the Program, including any claims that the Student Materials are defamatory or infringe a third party’s intellectual property, privacy or other rights.

C. If ACME, Participant or any other indemnitee (in each case an “Indemnified Party”) receives any claim which it believes is the subject of indemnity hereunder, the Indemnified Party shall, as soon as reasonably practicable after forming such belief, give written notice thereof to the indemnifying party, including all particulars of such claim to the extent known to the Indemnified Party; provided that the failure to give timely notice to the indemnifying party as contemplated hereby shall not release the indemnifying party from any liability to the Indemnified Party except to the extent the indemnifying party is materially prejudiced in defending any claim by such failure. The indemnifying party shall assume the defense of such claim with counsel of its choice reasonably satisfactory to the Indemnified Party, and at the cost of the indemnifying party. The Indemnified Party may participate in the action through counsel of its choice, but the cost of such counsel shall be at the expense of the Indemnified Party (unless (i) the Indemnified Party determines in good faith that there may be a conflict of interest between the indemnifying party and the Indemnified Party or there may be one or more legal defenses available to the Indemnified Party that are different from or additional to those available to the indemnifying party or (ii) the indemnifying party fails to assume the defense of such action within fifteen (15) days of receipt of notice of such action). If the indemnifying party does not so assume the defense of such claim, the Indemnified Party may assume such defense, with counsel of its choice, to be paid or reimbursed by the indemnifying party.

D. The party not assuming the defense of any such claim shall render all reasonable assistance to the party assuming such defense, and all reasonable out-of-pocket costs of such assistance shall be promptly paid or reimbursed by the indemnifying party.

E. No such claim shall be settled and no admission may be made other than by the party defending the same, and then only with the written consent of the other party, which shall not be unreasonably withheld; provided that the Indemnified Party shall have no obligation to consent to any settlement of any such claim which imposes on the Indemnified Party any liability or obligation which will not be assumed and performed in full by the indemnifying party.

7. **NO WARRANTY; LIMITATION OF LIABILITY**

A. **No Warranty.** Participant acknowledges that the Program is provided “AS IS”, “AS AVAILABLE” and “WITH ALL FAULTS.” ACME and affiliates make no warranty as to the Program and the entire risk is with Participant. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ACME AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ACME Animation On-Air
Participation Agreement

NSD:54580.10

FULL AGENDA BOOK - PAGE 41
B. Limitation of Liability. IN NO EVENT SHALL ACME OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA OR LOSS OF SERVICES, EVEN IF PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF ACME OR ITS AFFILIATES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO PARTICIPANT. Both parties acknowledge the unreliable nature of videoconferencing, which is the delivery system for the Telecasts, and that all Participants are dependent upon each other for connectivity. Therefore, each party will use commercially reasonable efforts to resolve technical problems related to its obligations under this Agreement. However, neither party will be held liable if there is a failure in spite of such efforts.

8. GENERAL PROVISIONS

A. Term and Termination. The term of this Agreement is from the date of execution of this Agreement through the Licensed School Year and shall expire at the end of the Licensed School Year; provided that, if ACME offers the Program to Participant for the next school year and Participant has paid the Annual Fee therefor within the time specified in Section 1B, then subject to this Section 8.A., this Agreement shall continue through the end of the next school year with the option to renew again in the same manner as just described. Notwithstanding the foregoing, and without limiting any other remedies available to ACME, ACME reserves the right to terminate this Agreement andParticipant’s and/or any students’, or faculty members’ right to participate in the Program upon thirty (30) days written notice to Participant if Participant, its employees, faculty or students: (i) materially breach this Agreement or the ACME Online Terms and Conditions and such breach remains uncured at the end of such thirty (30) day notice period; (ii) transmit any content or information that is unlawful, fraudulent, bigoted, hateful, mean spirited, ethnically or racially offensive, threatening, abusive, libelous, defamatory, obscene, indecent or otherwise objectionable; (iii) transmit any content which violates any third party rights (including, without limitation, any rights to privacy); or, (iv) use the Program Materials for any unlawful purpose. The rights and obligations of each party under Sections 4 and 5 shall survive the termination or expiration of this Agreement.

B. Non-Solicitation. ACME enlists studios, professionals and other supporting entities to participate in ACME for the benefit of the entire ACME community of schools and other organizations. ACME’s studio partners participate in ACME because they value the Program and its ability to reach many students with their participation. Continuing participation of these businesses and entities depends on minimizing professional time away from production and maximizing convenience of participation. Therefore, outside of the Program, Participant is strictly forbidden from making direct contact with or soliciting assistance, funding, donations, advice, help, or employment from any professional individual or entity involved in the Program, and Participant shall exercise respectful discretion when interacting with such individuals or entities during the Telecasts. The foregoing does not apply to any relationship that Participant may maintain with such professional individuals arising from activities other than the Program.

C. Relationship. It is understood and agreed that no agency, employment, or partnership is created by this Agreement. No representations shall be made by either party that would communicate that agency, employment, or partnership exists between Participant and ACME, and neither party shall have authority to act for the other in a manner to create obligations or debts which would be binding to the other. The above also applies to Participant’s relationship to any other site participating in ACME and to any studio, individual, or other entity involved in the Program for the duration of the Licensed School Year.

ACME Animation On-Air
Participation Agreement

NSD:54580.10
FULL AGENDA BOOK - PAGE 42
D. **Assignment.** This Agreement may not be assigned or otherwise transferred by Participant without the prior written consent of ACME, which may be withheld in its sole and absolute discretion. ACME may assign this Agreement in whole or in part upon written notice to Participant at which time, Participant has the right to terminate this Agreement upon providing written notice to ACME. Any such assignment in violation of this section shall be void and without force and effect.

E. **Notices.** Any notice provided for under this Agreement, unless otherwise specified herein, shall be in writing, shall be given either by hand or by registered (return receipt) first-class mail, facsimile (with delivery confirmation), or by express delivery service and shall be deemed sufficiently given if and when delivered to the party to be notified at its address set forth on the signature page. Either party may, by notice to the other, change its address for receiving such notices.

F. **Governing Law.** These terms of use shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any principles of conflicts of law.

G. **Severability.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

H. **Partial Invalidity.** In any case where one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

I. **Entire Agreement.** This Agreement, Exhibits A and B and ACME’s online Terms and Conditions referred herein contain the entire understanding of the parties hereto respect to the transactions contemplated hereby and supersede all other agreements and understandings of the Parties.

J. **Counterparts.** This agreement may be executed simultaneously on two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

*(Signature page follows)*
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

PARTICIPANT DISTRICT REPRESENTATIVE OR ADMINISTRATOR

By: ________________________________
Name: ______________________________
District: ____________________________
School: _____________________________
Title: ______________________________
Address: ____________________________
Date: ______________________________

THE ACME NETWORK

By: ________________________________
Name: Deborah Brooks
Title: President/Executive Director,
The ACME Network,
ACME Animation On-Air
ACME Animation Online
Address: 1201 W. 5th Street, Suite T200
Los Angeles, CA  90017
Date: ______________________________
STUDENT RELEASE FORM

________________________________________________________________________
Name of School

________________________________________________________________________
Name of Faculty Member

By its nature, ACME Animation On-Air Program participation is televised and recorded. ACME Animation is about showcasing work, as well as interacting with peers and professionals across the country via videoconference telecasts. As such, the ACME Network ("ACME") must obtain this release, showing that each student understands and agrees to the conditions set forth below.

STUDENT RELEASE

In consideration of my participation in the ACME Animation On-Air Program (the "Program"), I agree to allow ACME and/or its agents to videotape, photograph and make recordings (altogether, "Recordings") of me as well as of my artwork, written materials and/or other works created by me in connection with the Program (altogether, "Student Materials"). In addition, I hereby grant ACME, its agents and assigns a worldwide, perpetual, irrevocable, non-exclusive right to edit, make derivative works of, digitize, transmit, broadcast, publicly display, publicly perform, copy and distribute the Student Materials and Recordings or any portion thereof and use my name and likeness, throughout the world, in all media now known or hereinafter discovered, as part of the Program and in the advertising and publicity for the Program. Finally, I hereby release ACME, its agents, employees, licensees and assigns from and against any and all claims which I have or may have in the future arising out of the production, distribution, publication, broadcast or exhibition of my name or likeness, the Student Materials or the Recordings as permitted by this release.

To the best of my knowledge, the Student Materials are original and owned by me and the Student Materials, my acts and statements in the Recordings and the rights I have granted to ACME hereunder, do not and will not violate any right of any third party.

I acknowledge that I am not being paid to sign this release and I understand that this release does not obligate ACME to use any of the Recordings or Student Materials.

________________________________________________________________________
Signature of Student     Date

________________________________________________________________________
Print Name

________________________________________________________________________
Parental/Guardian Signature if under 18 years of age     Date

________________________________________________________________________
Print Name
Dear Faculty Member:

Thank you for your involvement in ACME Animation On-Air, a program of The ACME Network, a non-profit organization (“ACME”).

The ACME Animation On-Air Program (the “Program”) is about showcasing work as well as interacting with peers and professionals across the country via videoconference telecasts. By its nature, faculty member’s participation in Program is televised and recorded. In addition to the ACME live telecast, ACME reuses clips from the Program for educative purposes for ACME Animation Online. Some of the ways ACME uses these clips include, but are not limited to, the creation of promotional videos for the program or the posting of short clips to ACME Animation Online for students and faculty members to view. As such ACME must obtain this release, showing that each faculty member and agrees to the conditions set forth below.

In consideration of my participation in the Program, I agree to allow ACME and/or its agents to videotape, photograph and make recordings (altogether, “Recordings”) of me as well as of my artwork, written materials and/or other works created by me in connection with the Program (altogether, “Faculty Materials”). In addition, I hereby grant ACME, its agents and assigns a worldwide, perpetual, irrevocable, non-exclusive right to edit, make derivative works of, digitize, transmit, broadcast, publicly display, publicly perform, copy and distribute the Faculty Materials and Recordings or any portion thereof and use my name and likeness, throughout the world, in all media now known or hereinafter discovered, as part of the Program and in the advertising and publicity for the Program; provided that, after five (5) years from the date of execution of this Faculty Release, ACME shall not exploit the Faculty Materials separate and apart from its exploitation of the Recordings. Finally, I hereby release ACME, its agents, employees, licensees and assigns from and against any and all claims which I have or may have in the future arising out of the production, distribution, publication, broadcast or exhibition of my name or likeness, the Faculty Materials or the Recordings as permitted by this release.

To the best of my knowledge, the Faculty Materials are original and owned by me and the Faculty Materials, my acts and statements in the Recordings and the rights I have granted to ACME hereunder, do not and will not violate any right of any third party.

I acknowledge that I have reviewed and understand the terms of the ACME Animation On-Air Participation Agreement and agree to the terms set forth therein.

I acknowledge that I am not being paid to sign this release and I understand that this release does not obligate ACME to use any of the Recordings or Faculty Materials.

__________________________________________   ____________________________________________
Signature        Date

__________________________________________
Print Name

__________________________________________
Participating School
ACME Animation
Terms and Conditions of Participation

Please read these terms of participation carefully before participating in the ACME Animation Online program (The “Program” also referred to herein as the “Services”) or using the ACME Website (The “Site”). Individuals participating in the ACME Program must be 14 years of age or older. Middle school students who are younger than 14 years of age may participate in ACME Animation only if they are part of a classroom officially registered on ACME, and their teacher has secured their parent’s permission to participate.

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Please check our Terms of Participation and Privacy Policy periodically for changes. Your continued use of the Site following the posting of any changes to the Terms of Participation and/or Privacy Policy constitutes acceptance of those changes. We specifically reserve the right to: “Change the terms of this agreement;” “Change the Site or the Services, including eliminating or discontinuing any content on or feature of the Site;” or “Impose or change any fees or charges for use of the Site or Services.” Any changes made will be effective immediately on notice, which we may either give by posting the revised Agreement on the Site or via electronic mail.

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REFUNDS/CANCELLATION

Annual membership for both individual and classroom memberships is non-refundable.
BACKGROUND / ANALYSIS:
In 2006, the District leadership voted to adopt a compressed academic calendar similar to what is found in many community colleges (and all of the surrounding districts).

The proposed calendars being presented are a continuation of the “compressed” calendar adopted for 2006-2007. These proposed calendars were developed by the Calendar Committee, consisting of representatives from virtually all campus constituent groups.

The proposed calendar features 16 weeks of instruction during the regular semesters (Fall and Spring) with 10-days of FLEX outside of the scheduled teaching days. The following are highlights the proposed 2010-11 and 2011-12 academic calendar:

- Teaching minutes per semester for full-term classes (weekly census) will remain at least 40 minutes more than the standard (17.5 week) calendar configuration.
- The popular winter session will remain in place.
- Time blocks for 1 unit courses will be 55 minutes once a week. Two unit courses will be 55 minutes, twice per week. Three unit courses will meet for 80 minutes twice per week. Four unit courses will meet for 105 minutes twice per week. Five unit courses will meet for 130 minutes twice per week. Other scheduling configurations will be used as long as they meet the established minimum meeting times.
- Fridays will feature lab courses, once-a-week courses, and weekend college courses.
- Spring break will coincide with the Hart District spring break.
- Veterans Day will be celebrated on the traditional November 11th during both years.
- Graduation day will be during the first week of June.

The proposed 2010-11 and 2011-12 calendars are attached.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of the Academic Calendars for 2010-11 and 2011-12.
# Proposed Academic Calendar – 2010/11

## Summer 2010

<table>
<thead>
<tr>
<th>Month</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>Memorial Day</td>
<td>May 31 (Monday)</td>
</tr>
<tr>
<td>June</td>
<td>Last Day of Spring Semester</td>
<td>June 3 (Thursday)</td>
</tr>
<tr>
<td></td>
<td>Graduation</td>
<td>June 4 (Friday)</td>
</tr>
<tr>
<td></td>
<td>Summer Sessions</td>
<td>June 7 to August 13</td>
</tr>
<tr>
<td></td>
<td>Various summer sessions will occur</td>
<td>within this 10 week period</td>
</tr>
<tr>
<td>July</td>
<td>Independence Day Holiday</td>
<td>July 5 (Monday)</td>
</tr>
</tbody>
</table>

## Fall 2010

<table>
<thead>
<tr>
<th>Month</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>August</td>
<td>Mandatory Opening Day</td>
<td>August 20 (Friday)</td>
</tr>
<tr>
<td></td>
<td>First Day of Fall Semester</td>
<td>August 23 (Monday)</td>
</tr>
<tr>
<td>September</td>
<td>Labor Day Holiday</td>
<td>September 5 – 6 (Sunday/Monday)</td>
</tr>
<tr>
<td>November</td>
<td>Veterans Day Holiday</td>
<td>November 11 – (Thursday)</td>
</tr>
<tr>
<td></td>
<td>Thanksgiving Day Holidays</td>
<td>November 25-28 (Thurs. – Sun.)</td>
</tr>
<tr>
<td>December</td>
<td>Campus Closed</td>
<td>December 11 (Saturday)</td>
</tr>
</tbody>
</table>

## Winter Intersession 2011

<table>
<thead>
<tr>
<th>Month</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>New Years Holiday</td>
<td>January 1, 2011 (Saturday)</td>
</tr>
<tr>
<td></td>
<td>First Day of Winter Term</td>
<td>January 3, 2011 (Monday)</td>
</tr>
<tr>
<td></td>
<td>Martin Luther King Holiday</td>
<td>January 16 - 17 (Sunday/Monday)</td>
</tr>
<tr>
<td></td>
<td>Last Day of Winter Term</td>
<td>February 5 (Saturday) (5 weeks)</td>
</tr>
</tbody>
</table>

## Spring 2011

<table>
<thead>
<tr>
<th>Month</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>First Day of Spring Semester</td>
<td>February 7 (Monday)</td>
</tr>
<tr>
<td></td>
<td>Lincoln/Washington Holidays</td>
<td>February 18-21 (Friday to Monday)</td>
</tr>
<tr>
<td>March/April</td>
<td>Spring Break</td>
<td>April 4-10 (Monday to Sunday)</td>
</tr>
<tr>
<td>May</td>
<td>Memorial Day</td>
<td>May 30 (Monday)</td>
</tr>
<tr>
<td>June</td>
<td>Last Day of Spring Semester</td>
<td>June 2 (Thursday)</td>
</tr>
<tr>
<td></td>
<td>Graduation</td>
<td>June 3 (Friday)</td>
</tr>
<tr>
<td></td>
<td>First day of Summer 2011</td>
<td>June 6 (Monday)</td>
</tr>
</tbody>
</table>
### Summer 2011

<table>
<thead>
<tr>
<th>Month</th>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>May</td>
<td>Memorial Day</td>
<td>May 30</td>
</tr>
<tr>
<td>June</td>
<td>Last Day of Spring Semester</td>
<td>June 2</td>
</tr>
<tr>
<td></td>
<td>Graduation</td>
<td>June 3</td>
</tr>
<tr>
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<td>Independence Day Holiday</td>
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</table>

### Fall 2011

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<td>August</td>
<td>Mandatory Opening Day</td>
<td>August 19 (Friday)</td>
</tr>
<tr>
<td></td>
<td>First Day of Fall Semester</td>
<td>August 22 (Monday)</td>
</tr>
<tr>
<td>September</td>
<td>Labor Day Holiday</td>
<td>September 5 (Monday)</td>
</tr>
<tr>
<td>November</td>
<td>Veterans Day Holiday</td>
<td>November 11 (Friday - Saturday)</td>
</tr>
<tr>
<td></td>
<td>Thanksgiving Day Holidays</td>
<td>November 24-27 (Thurs. – Sun.)</td>
</tr>
<tr>
<td>December</td>
<td>Last Day of Fall Semester</td>
<td>December 10 (Saturday)</td>
</tr>
<tr>
<td></td>
<td>Campus Closed</td>
<td>TBD in conjunction with labor agreements</td>
</tr>
</tbody>
</table>

### Winter Intersession 2012

<table>
<thead>
<tr>
<th>Month</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>New Years Holiday</td>
<td>January 2, 2012 (Monday)</td>
</tr>
<tr>
<td></td>
<td>First Day of Winter Term</td>
<td>January 3, 2012 (Tuesday)</td>
</tr>
<tr>
<td></td>
<td>Martin Luther King Holiday</td>
<td>January 16 (Monday)</td>
</tr>
<tr>
<td></td>
<td>Last Day of Winter Term</td>
<td>February 4 (Saturday) (5 weeks)</td>
</tr>
</tbody>
</table>

### Spring 2012

<table>
<thead>
<tr>
<th>Month</th>
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<tbody>
<tr>
<td>February</td>
<td>First Day of Spring Semester</td>
<td>February 6 (Monday)</td>
</tr>
<tr>
<td></td>
<td>Lincoln/Washington Holidays</td>
<td>February 17-20 (Friday to Monday)</td>
</tr>
<tr>
<td>April</td>
<td>Spring Break (Easter 4/8)</td>
<td>April 2-8 (Mon to Sun)</td>
</tr>
<tr>
<td>May</td>
<td>Memorial Day</td>
<td>May 28</td>
</tr>
<tr>
<td></td>
<td>Last Day of Spring Semester</td>
<td>May 31</td>
</tr>
<tr>
<td>June</td>
<td>Graduation</td>
<td>June 1</td>
</tr>
<tr>
<td></td>
<td>First day of Summer 2012</td>
<td>June 4</td>
</tr>
</tbody>
</table>
**BACKGROUND / ANALYSIS:**
If approved, this agenda item will serve to provide Board of Trustee approval to:

- modify the accounting of athletics related expenses, and
- engage in intercollegiate team travel

Historically, the management and accounting of funds related to intercollegiate competition has been done by Student Development staff, working with Associated Student Government accounts. The historical reason for ASG involvement in District programs (such as intercollegiate competition) was because ASG accounting was able to make payments very quickly (usually the same day) to visiting officials, or to make quick disbursements when teams needed funds to reserve hotels, or pay for on-the-road meals.

Now, with improvements in LACOE/Datatel accounting, combined with a recently developed understanding among game management personnel that payment will not be immediate, there is no longer a reason to manage these funds through ASG. Consequently, we are making changes that will better ensure consistency and the accuracy of these funds.

With all District expenditures, the Board must either provide prior approval or ratification. In the past, game management expenses were approved via the purchase order board item, which listed purchase orders issued to ASG to transfer the funding. If approved, beginning 2/25/10, the District will begin processing intercollegiate payments through Datatel to pay for officials, temporary staff, meals, lodging, entry fees, and other related expenses.

Related to the expenses associated with intercollegiate competition is travel to away games. To be consistent with existing Board policy, it is recommended that such travel be pre-approved via one agenda item. If passed, this board item will constitute approval of travel to Spring, 2010 away games, not to exceed the available district budget balances.

(Continued)

**FISCAL IMPLICATIONS:**
None.

**RECOMMENDATIONS:**
Move approval of modifications of the Accounting Procedures and Travel Schedule for Spring Intercollegiate Competitions.

Submitted by: Dr. Michael Wilding  
Asst Supt/VP, Student Services

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook  
Chancellor

Recommended by: Dr. Michael Wilding  
Asst Supt/VP, Student Services
Background/Analysis (cont'd):

From February 24, 2010 to June 30, 2010 the following are the scheduled away games/matches/meets:

<table>
<thead>
<tr>
<th>Team</th>
<th>Away Game</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women’s Basketball</td>
<td>2/26 and 2/27/10 So. Cal Regionals at TBA</td>
</tr>
<tr>
<td></td>
<td>3/5 and 3/6/10 So. Cal Finals at TBA</td>
</tr>
<tr>
<td></td>
<td>3/10 to 3/13/10 State Championships at Thousand Oaks</td>
</tr>
<tr>
<td>Men’s Basketball</td>
<td>2/26 or 2/27/10 Regional Playoffs. Location TBA</td>
</tr>
<tr>
<td></td>
<td>3/6/10 Regional Finals. Location TBA</td>
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<td>3/12 to 3/15 State Tournament at Thousand Oaks</td>
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<td>Track</td>
<td>2/26/10 at Ventura</td>
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<td>3/5 and 3/6/10 TBA</td>
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<td>5/8/10 So. Cal Prelims at Saddleback</td>
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<td>5/15/10 So. Cal Finals at Saddleback</td>
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<td>5/21/10 State Championships at Antelope Valley</td>
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<td>Men’s Golf</td>
<td>3/1/10 at Sandpiper Country Club</td>
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<td>3/8/10 at Rio Bravo Country Club</td>
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<td>3/21 and 3/22/10 at Hunter Ranch</td>
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<td>3/25 and 3/26 at Barona Creek Golf Club</td>
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<td>3/29/10 at SCGA Members Club</td>
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<td>4/5/10 at Saticoy Country Club</td>
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<td>4/10/10 at Black Horse Golf Club</td>
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<td>4/11 and 4/12 at Santa Maria Golf Club</td>
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<td>4/19/10 at Oakmont Country Club</td>
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<td>5/5/10 at SCGA Members Club</td>
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<td>5/12/10 at Industry Hills Country Club</td>
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Background/Analysis (cont'd):

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<tr>
<td>Swimming</td>
<td>3/12/10 at Bakersfield</td>
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<td>3/19/10 at LA Valley</td>
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<td>4/9/10 at Citrus</td>
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<td>Baseball</td>
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<td>3/2/10 at Hancock</td>
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<td>3/11/10 at West LA</td>
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<td>3/16/10 at LA Mission</td>
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<td>Softball</td>
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<td>3/4/10 at Santa Monica</td>
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<td>4/17/10 at East LA</td>
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<td>4/20/10 at Bakersfield</td>
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Estimated expenditures for that period are:

- Game Management: $12,741
- Officials: $5,383
- Entry Fees: $7,685
- Meals and Lodging: $23,031
### AGENDA

**CATEGORY**  
BUSINESS SERVICES

**ITEM/TITLE**  
Ratification of Engagement Letter Between Santa Clarita Community College District and Global Trademarks, Inc. for Trademark Application Processes

**ACTION/CONSENT**  
ACTION

**INFORMATION**  

**DISCUSSION**  

**BACKGROUND / ANALYSIS:**

With the expansion of the college and its many programs and the addition of the Canyon Country campus, the college has developed many unique branding logos, program names, taglines and other COC-specific identifying marks. In order to legally protect the most important of these from being used by other entities as well as to confirm that the college has not developed something already in use by another entity, it has contracted with a firm to provide research and application to secure and legally protect them through the U.S. Patent and Trademark office.

This firm, Global Trademarks, Inc. was referred to the college by the law firm of Liebert, Cassidy, Whitmore as a cost effective way to handle what is an extremely tedious and detailed process. The firm charges a flat fee per trademark application with additional fees to register the trademarks under various categories of use in order to provide the college and the District with the broadest possible protections.

After interviewing district staff to determine the number of trademarks and the intended use, along with submitting electronic files with the exact colors and wording, applications were filed in early January 2010 on behalf of the college by Global Trademarks, Inc.

Based on the number of logos and variety of uses, the final cost of $11,500 has been determined and an agreement to provide this legal service is available upon request from the Business Services Office.

**FISCAL IMPLICATIONS:**

The cost of $11,500 for trademark application and research is included in the 2009-2010 Adopted budget for legal fees.

**RECOMMENDATIONS:**

Move to Ratify the Letter of Engagement between Santa Clarita Community College District and Global Trademarks, Inc. for Trademark Application Processes.

**Submitted by:**  
Sharlene L. Coleal

**Approval for submission to Board of Trustees:**  
Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Sharlene L. Coleal
February 3, 2010

Mr. John McElwain
Santa Clarita Community College District
College of the Canyons
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

Dear Mr. McElwain:

In accordance with your instructions, we are assisting you with several trademark applications before the United States Patent and Trademark Office. In this regard, I would be appreciative if you would kindly sign the enclosed Engagement Letter for our records. If you have any questions whatsoever, please do not hesitate to ask. In the meantime, I look forward to receiving the signed copy returned to me at your convenience.

Parties
This engagement agreement is between Global Trademarks, Inc. and the client Santa Clarita Community College District. Engagement of our services on behalf of Santa Clarita Community College District limits our legal representation to that of Santa Clarita Community College District.

Duties of Law Firm and Clients: Scope of Representation
We will provide legal services as necessary to represent Santa Clarita Community College District within the scope of the above referenced engagement, consisting of the following: Filing and prosecuting of trademark applications in United States on behalf of applicant Santa Clarita Community College District.

Our fees for the foregoing services will be as follows:
Trademark Application(s): Professional Fee Per Trademark Per Class: US$475 (US$375 billed at application; US$100 billed at registration).
Official Fee Per Trademark Per Class: US$325. There is an additional Official Fee of US$100 due at the filing of the Statement of Use if the application is based on your “Intent to Use” the mark in the future.

Additionally, please note that disbursements, such as facsimile charges, postage, and courier charges if any, will be billed to you at cost. We issue invoices on a monthly basis at the first of the month and request that payment be remitted upon receipt. All other services, such as the drafting of responses to office actions are to be billed at $275 per hour; your consent to such additional services will be requested before incurring any additional fees.

We shall keep you regularly informed of our activities on your behalf and the status of your matters. We ask in return, that you keep us fully informed of all relevant facts with regard to any of your matters within the scope of our engagement, cooperate with us in pursuing your matter, and keep us informed of your current address and telephone numbers as well as any change in
Ms. Santa Clarita Community College District
February 3, 2010
Page 2

business structure or ownership. We will rely on the completeness, truthfulness and accuracy of any information provided by Santa Clarita Community College District when performing our services.

Laywers and Others Providing Services
The attorney in charge of Santa Clarita Community College District matters will be Dana E. Stewart. However, you may also from time to time be contacted by administrators or other staff of Global Trademarks, Inc., regarding your matters.

Fees and Charges
We issue invoices on a monthly basis at the first of the month and request that payment be remitted upon receipt.

Withdrawal from Representation
We may withdraw our representation either with your consent or for good cause. Good cause includes nonpayment of our fees and our expenses, your refusal to cooperate with us or any fact or circumstance that would render our continuing representation unlawful or unethical.

Disclaimer
We make no promises or guarantees about the outcome of any matter. Any comments concerning possible outcomes are merely opinion and as such, express no more than a possibility as to the outcome.

Lien
You grant us a lien on any and all claims or causes of action relating to legal representation of you by us. The lien will be for any money due us and will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise.

Disputes
Any controversy or claim arising out of or relating to our services rendered to you by us, or this Agreement, shall be settled by binding arbitration, under the auspices of the Rules of the American Arbitration Association. Judgment upon the award rendered by any such arbitrator(s), including attorney’s fees, may be entered in any court having jurisdiction. The party obtaining an arbitration award shall be entitled to an award of attorney’s fees and all expenses incurred in obtaining the arbitration award and any judicial enforcement thereof.

Complete Agreement
This written agreement contains all the terms and conditions of the agreement between you and us. There are no other terms or conditions. It may only be modified in writing signed both by you and us.
Ms. Santa Clarita Community College District
February 3, 2010
Page 3

Would you please acknowledge your receipt of this letter and acceptance of its terms by signing a copy of this letter at the place indicated below and returning it to me. If you have any questions, please do not hesitate to contact me. In the meantime, thank you for entrusting my firm with your matters, and I look forward to working with you.

The terms of this letter have been accepted by the undersigned this ___ of February 2010.

By: ________________________________

Name: ______________________________

Title: ______________________________

Santa Clarita Community College District

Sincerely yours,

Dana E. Stewart
Attorney-at-Law
Global Trademarks, Inc.
**AGENDA**

**CATEGORY** BUSINESS SERVICES

**ITEM/TITLE** Approval of Purchase Agreement Between Santa Clarita Community College District and Coffee Kiosk for Food Service Modular Building and Built-In Equipment for the Canyon Country Campus

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**BACKGROUND / ANALYSIS:**

Since the Canyon Country Campus opened its doors in Fall 2007 it has served approximately 3,500 students annually. During this time, limited food service operations have been provided, most recently in the form of food and beverage vending machines.

Based on recent student surveys, specialty coffee and food service is considered one of the critical services offered at a community college campus. In response, the District has pursued an informal bid process to identify a specialty coffee/food service vendor to begin operations for early February 2010 for the Spring semester.

In anticipation of that, a modular building has been identified to accommodate the new operation. The building was constructed especially for the purpose of preparing and serving food and specialty coffee and has a Health Department approved kitchen space, including a prep area, storage area and bathroom. It has commercial grade built-in equipment, such as a refrigerator and ice machine with capacity to accommodate other movable equipment necessary for this type of operation. The building and equipment have been inspected by District staff and found to be of a grade and quality that can accommodate operations for many years.

The District will acquire the building and built-in equipment through a purchase agreement. A location has been identified at the Canyon Country campus where the building can be located as a permanent structure until such time as the Facility Master Plan requires the building to be relocated so that the permanent buildings can be constructed. The agreement is presented to the Board for approval and is available upon request from the Business Services office.

**FISCAL IMPLICATIONS:**

Funds for the payment of $75,000 for purchase of the modular building and built-in equipment are included in the Current Budget. The cost of the foundation, building delivery, building placement and construction, utility connections, etc. are also included in the District’s budget.

**RECOMMENDATIONS:**

Move Approval of Purchase Agreement between Santa Clarita Community College District and Coffee Kiosk for Food Service Modular Building and Built-In Equipment for the Canyon Country Campus.

Submitted by: Sharlene L. Coleal

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook, Chancellor

Recommended by: Sharlene L. Coleal
AGREEMENT TO ACCEPT PURCHASE OF FOOD SERVICE MODULAR BUILDING AND BUILT-IN EQUIPMENT

This PURCHASE AGREEMENT ("the Agreement") is made and entered into as of the 1st day of March 2010 by and between Santa Clarita Community College District, a California community college district and a political division of the State of California ("Purchaser") and Coffee Kiosk, Inc. a corporation ("Seller"). Purchaser and Seller are collectively referred to herein as the "Parties".

This Agreement is made with reference to the following facts:

A. Seller is the owner of record of certain personal property, specifically the food service modular building and built-in equipment (the "Property") which is described in Exhibit "B" and which value is established by the documentation provided in Exhibit "A".

B. Subject to the terms and conditions contained in this Agreement, Purchaser wishes to acquire the Property from Seller and Seller wishes to sell the Property to Purchaser.

Seller and Purchaser hereby agree as follows:

ARTICLE I

PROPERTY

Subject to the terms, covenants and conditions herinafter set forth herein, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase, all of the rights, title and interest of Seller in and to all personal property including the modular building, fixtures and improvements, now existing or installed in or affixed to the Property, including all licenses, permits, approvals, dedications, plans and drawings for equipment and improvements relating to the Property, together with any and all warranties relating to the Property, if any. The Property is described in Exhibit B.

ARTICLE II

CONDITION OF PROPERTY

2.01 Purchaser has examined the Property and is familiar with the physical condition thereof.

2.02 Purchaser and Seller have jointly, through their designated representatives, examined the property prior to the anticipated Board Approval date of February 24, 2010, to determine whether the Property has suffered damage. If the condition of the property has
changed, the Purchaser, in consultation with the Seller, shall determine before Board Approval whether the damage warrants a change in the purchase price.

2.03 Seller has made representations as to the physical condition, adequacy or fitness for use of any mechanical equipment or any other matter or thing affecting or related to the Property or this transaction, which might be pertinent in considering the making of the purchase of the Property or the entering into this Agreement. All representations by Seller regarding the Property are true in all material respects. The Purchaser acknowledges that it has inspected the Property, and agrees to take the same “as is”, in such condition as the same may be in on the date of delivery subject to the representations and warranties made by Seller in this Agreement. The Purchaser’s inspection does not release the Seller for the obligations and warranties established in the Agreement. Seller will allow Purchaser to inspect the Property at any time prior to the transfer of the Property.

ARTICLE III

PURCHASE PRICE AND TERMS OF PAYMENT

3.01 The Seller has identified the value of the Property as indicated in Exhibit A. The Purchaser agrees to pay to Seller as the purchase price for the Property (the “Purchase Price”) the sum of Seventy-Five Thousand Dollars and no/100 ($75,000.00).

3.02 Within fifteen (15) business days after both parties fully execute this Agreement and an invoice is submitted by Seller, including documentation of value, Purchaser will issue a check to Seller in the amount of Seventy-Five Thousand Dollars ($75,000.00).

ARTICLE IV

TITLE TO PROPERTY

4.01 Fee Simple Title. Good, marketable and insurable fee simple title to the Property shall be transferred by Seller to Purchaser on the date of Board Approval by transfer of title. The Property is free and clear of restrictions on, or conditions to, transfer or assignment, and free and clear of all liens, encumbrances, easements, claims, restrictions and other matters, including but not limited to any bonded indebtedness to any person, joint powers, authority, public entity or other bond holder or any other condition that would materially restrict the use of the Property.

4.02 Assumption of Contracts. Seller shall make all contracts relating to the Property available for Purchaser’s review. Within fifteen (15) business days of execution of this Agreement, Purchaser shall designate in writing those contracts that Purchaser elects to assume. All of Seller’s right and interest in and to such contracts that Purchaser elects to assume and all construction and other warranties or guarantees relating to the Property, shall be assigned to Purchaser within fifteen (15) business days of Board Approval by an assignment of contracts and residual rights and warranties in a form satisfactory to Seller and Purchaser, free of any prior assignments, liens, encumbrances or other conditions, except as previously approved by Purchaser in writing. If the Seller has entered into any contract relating to the Property which
cannot be canceled without penalty, it shall notify the Purchaser in writing. The Purchaser, at its sole discretion, will determine whether the contract will be assumed or cancelled. The Seller shall be responsible for all cancellation fees and penalties. The Purchaser is not responsible for assuming any contract unless such an assumption is made in writing.

**ARTICLE V**

**RATIFICATION**

This Agreement shall be of no further force or effect in the event that the Governing Board of the Santa Clarita Community College District fails to approve and ratify this Agreement and provide a certified copy of the resolution of approval and ratification to the Seller on a date no later than thirty (30) days after the Agreement is executed.

**ARTICLE VI**

**SELLER’S REPRESENTATIONS AND WARRANTIES**

6.01 Seller represents and warrants that, except as otherwise expressly set forth in this Agreement, and agreed upon by the Parties in writing, the following shall be true and correct:

a. Liens and Encumbrances: There are no undisclosed, liens, encumbrances, restrictions, or any other condition that would materially restrict the use of the Property.

b. Right, Title, and Interest in and to the Property: Seller is the sole owner of the Property, and no other person or entity has any claim, right, or title to, or interest in the Property or any part of the Property sold herein.

c. Authority: The person signing this Agreement is authorized, and has the capacity to, execute this Agreement.

d. Governmental Action and/or Violations of Law: There are no pending or threatened adverse actions by any governmental agency or entity, nor are there any known violations of any law, rule, or regulation concerning the Property, including, but not limited to, compliance with laws governing health, safety, welfare, hazardous substances, or equal access for persons with disabilities (ADA). If Seller becomes aware of the existence of any hazardous substance or other condition that may violate any law, rule, or regulation concerning the Property, Seller shall immediately notify Purchaser in writing.

e. Accuracy of Disclosures: All information disclosed by Seller to Purchaser is Complete and accurate, including, but not limited to, all Property records, which were prepared in a manner consistent with industry customs and practices.

f. Litigation or Claims: There are no pending or threatened lawsuits or administrative actions against the Seller regarding or relating to the Property.
g. Adverse Material Facts: Seller has disclosed, in writing, all known material facts which would affect the value of the Property.

h. Equipment: Seller represents and warrants to the best of its knowledge all of the equipment within the Property including, but not limited to, refrigeration units, restroom facilities, and hot water systems, are in good working order.

i. Structure: Seller represents and warrants to the best of its knowledge that the integrity of the floors, joists, roof and roofing materials are in good working order. Seller warrants that the Property can be used for its intended purpose.

j. Seller will maintain the Property in its present condition, except for normal wear and tear until Purchaser’s Board approves this Agreement. Seller will remove all of Seller’s personal property, trash, debris, and articles not agreed to be left once purchase is complete.

k. Debts and Contracts: Seller agrees not to incur any additional debts or make any loans against the Property from this date forth.

l. Pests and Mold: Seller is not aware of the presence of mold and has not had any mold remediation work done in the past 3 years. Seller is not aware of the presence of any pest or rodent problem within the Property.

ARTICLE VII

INDEMNITY

7.01 Indemnity: Seller shall indemnify, defend and hold Purchaser harmless against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys’ fees, that Purchaser incurs or suffers that arise, result from or relate to any breach of or failure by Seller to perform any of its representations, warranties, covenants or agreements in the Agreement or in any schedule, certificate, agreement, instrument or other document furnished or to be furnished by Seller under this Agreement. The liability of Seller under this section shall be limited in amount to the consideration payable to Sellers under this Agreement.

ARTICLE VIII

MISCELLANEOUS

8.01. Assignment; Survival. Purchaser shall have no right to assign this Agreement without the prior written consent of Seller, which shall not be unreasonably withheld. The representations, warranties, covenants, obligations and agreements contained in this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.
8.02. **Notices.** All written notices required to be given pursuant to the terms of this Agreement shall be either personally delivered or deposited with a recognized overnight courier service or in the United States first class mail, registered or certified return receipt requested, postage prepaid, and addressed as follows:

To Seller: Rick Espinosa  
Coffee Kiosk, Inc  
26074 Avenue Hall, Suite #4  
Valencia, CA 91355

To Purchaser: Santa Clarita Community College District  
Attn: Sharlene Coleal  
Assistant Superintendent, Vice-President Business Services  
26455 Rockwell Canyon Road  
Valencia, California 91355.

The foregoing addresses may be changed by written notice. All notices shall be deemed received upon receipt or the date indicated on any return receipt or other receipt of delivery.

8.03 **Time.** Time is of the essence of every provision herein.

8.04. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but when taken together shall constitute but one document.

8.05. **Severability.** In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8.06. **Captions.** None of the Captions of the paragraphs of this Agreement shall be construed as a limitation upon the language of such paragraphs, said captions having been inserted as a guide and a partial index and not as a complete index of the contents of such paragraphs.

8.07. **Applicable Law, Venue and Interpretation.** This Agreement and the party’s rights and obligations are to be construed in accordance with and shall be governed and enforced in all respects according to the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, the venue of any such action will be in the superior court in Los Angeles County.

8.08. **Entire Agreement.** This Agreement when executed contains the entire understanding of the parties and supersedes any and all other written or oral understandings.

8.09. **Waiver.** The waiver by Seller or Purchaser of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.
8.10. Limitation. Except as set forth herein, no other assets or liabilities of Seller are being sold to or acquired by Purchaser under the terms of this Agreement, including but not limited to any bank accounts or securities of Seller.

8.11 Compliance with Laws. Seller has not received notice of any violation of any applicable federal, state or local statute, law or regulation (including, without limitation, any applicable building, zoning, environmental protection or other law, ordinance or regulation) materially and adversely affecting the Property and to the best of the knowledge of Seller, there are no such law or regulation.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement on the date and year first above written.

SELLER: Coffee Kiosk, Inc.

By: ____________________________
Name: Rick Espinosa
Its: President

PURCHASER: Santa Clarita Community College District, a California community college district

By: ____________________________
Name: Shariene Coleal
Its: Assistant Superintendent,
Vice-President Business Services
EXHIBIT A

Documentation in Support of Property’s Value
EXHIBIT B

Description or Depiction of Property

Total Square footage = 355

Floorplan Description:

1) Refrigeration units: two 4-door worktop (2.5’x7’x28”) and 6-door worktop (4’x5’x28”); reach through.

2) Restroom: attached, ADA compliant, single fixture, access directly from the outside.

3) Storage Space: 26 lineal feet of storage in a room 6.75’x7.25’.

4) Hot water System: 30-gallon electric system.
BACKGROUND / ANALYSIS:
This project is a joint use agreement for the Del Valle Regional Training Center. The Los Angeles County Fire Department (LACoFD) and the Santa Clarita Community College District (SCCCD) have created a joint use agreement to expand opportunities for public safety training at the LACoFD-owned Del Valle regional training center that can benefit the SCCCD, fire departments (including LACoFD), law enforcement agencies, and other public safety agencies. As outlined in the agreement, SCCCD will fund $22 million towards the expansion of facilities to accommodate the growth of both the SCCCD’s instructional programs and the current instructional service agreements with the LACoFD.

The following contract revisions are being recommended at this time. Copies of the recap are available upon request.

- Contract Package RC Becker, Grading, R.C. Becker, Change Order #01 encompasses three items and results in a contract addition of $23,224.

FISCAL IMPLICATIONS:
This project is funded from Certificates of Participation. Funds for this change order in the amount of $23,224 are included in the FY09/10 Adopted Budget in Fund 46 for facilities-related contracts.

RECOMMENDATIONS:
Move approval of Change Order for the Truck Training Prop at the Del Valle Training Center.
Truck Training Prop at the Del Valle Regional Training Center
Change Order Recap

**Issue date: 2/9/10**

Contractor: RC Becker
Change Order # RCB-001

**Item # 1 COR RCB-001**

Background: Plans showed a 16” high concrete curb at the south edge of the freeway slab. Due to unknown field conditions, the existing underground bunkers were previously installed lower than the plans show, resulting in a 24” to 30” high curb. Additional backfill was also required due the lower elevation.

Reason for Change: Unforeseen Field Conditions
Requested by: RC Becker
Cost: $8,582.00

**Item # 2 COR RCB-002**

Background: The fire dept did not include the purchase of K rail barrier materials in the original scope of work. Cost is to supply K-rail materials for freeway section (installation is already included in contract scope).

Reason for Change: Addition to scope
Requested by: LACFD
Cost: $9,839.69

**Item # 3 COR RCB-003**

Background: The fire dept did not include the installation of the overhead freeway sign in the original scope of work. Cost is to crane lift & install fire department supplied freeway sign.

Reason for Change: Addition to scope
Requested by: LACFD
Cost: $4,802.16
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Site Repairs for the Canyon Country Campus (Stormwater Maintenance Co.)

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The District would like to enter into a contract with Stormwater Maintenance Co. (Oxnard, CA) for a not-to-exceed cost of $20,000 to perform maintenance on the underground stormwater clarifier at the Canyon Country Campus. This contract consists of labor to remove debris from the underground stormwater system and transport it away from the campus.

Copies of this contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a GO Bond-listed project for Repairs and Renovations, funds for which can only be used for bond-listed projects. Funds for this project not-to-exceed cost of $20,000 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for Site Repairs for the Canyon Country Campus as noted above.

Submitted by: James C. Schrage
Vice President, Facilities Planning, Operations and Construction

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook
Chancellor

Recommended by: [Signature]
FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Stormwater Maintenance Co., 501 Spectrum Circle, Oxnard, CA 93030. ("Contractor").

WITNESSETH, the parties do hereby contract and agree as follows:

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Stormwater Maintenance at Canyon Country Campus
1. Payment. The lump sum price for the Work is Not To Exceed Twenty Thousand Dollars ($20,000).
2. Term. The term of this Agreement shall commence February 24, 2010 and shall end no later than April 1, 2010.
3. Terms. Payment shall be net 30 days upon satisfactory completion and acceptance of Work and receipt of Contractor invoice. Inspection of services shall be performed by authorized District personnel who shall recommend acceptance to the District.
4. Terms and Conditions. The Agreement includes the Terms and Conditions as printed and set forth on the reverse of this page or as attached. Contractor, by executing this Agreement, agrees to comply with such Terms and Conditions.
5. Labor and Performance Guarantee. The Contractor shall guarantee all labor and materials used in the performance of this Agreement for a period of ninety (90) days from the date of acceptance of Work by the District or per proposal/quote/manufacturer’s warranty, whichever is longer.
6. Insurance. Contractor is aware of the laws of the State of California requiring employers to provide Workers’ Compensation insurance. Contractor shall provide Commercial General Liability, Automobile Liability and Workers’ Compensation. Certificate(s) of Insurance naming the District as an Additional Insured shall be submitted to District prior to commencing Work when requested by the District.
7. Indemnification. Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
8. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than $1,000, and Contractor will comply with said requirement.
9. Documents. Parties hereunto subscribe to this Agreement, including all Agreement documents described below:
   a. ☒ Scope of Work/Proposal (If not described in 1. above, document is attached hereto and made a part hereof).
   b. ☐ Specifications (If not described in 1. above, document is attached hereto and made a part hereof).
   c. ☐ Payment Bond (If checked, must be submitted to District prior to commencing Work).
   d. ☐ Labor and Materials Release (If checked, must be submitted to District prior to payment).
   e. ☐ Other: ________________________________________________________________

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: Authorized Representative

Print Name Dr. Dianne G. Van Hook
Print Title Chancellor
Date Board Meeting
Date of Approval

CONTRACTOR

BY: Authorized Representative

Print Name
Print Title
Date
1. EQUIPMENT AND LABOR: The CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the service herein described. The service shall be performed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated.

2. SUBCONTRACTORS: Subcontractors, if any, engaged by the CONTRACTOR for the service shall be subject to the approval of the DISTRICT. CONTRACTOR shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Workers’ Compensation and general liability insurance.

3. SAFETY AND SECURITY: It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present.

4. TERMINATION: The DISTRICT may terminate this Agreement upon ten (10) days notice without cause and the CONTRACTOR shall be entitled to compensation based on the services completed to the satisfaction of the DISTRICT. The DISTRICT may terminate immediately upon default and may withhold from payments due CONTRACTOR on this or any other Agreement the amount necessary to complete the contracted Work.

5. AGREEMENT CHANGES: No changes or alterations to this Agreement shall be made without specific prior written approval by the DISTRICT.

6. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until the conflict is resolved by a DISTRICT representative. This document and any attachments referenced represent the entire Agreement and shall be enforced and interpreted under the laws of the State of California. In the event any provision of the Agreement shall be held invalid, the remainder shall be in full force and effect.

7. WORKERS: CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from DISTRICT’S worksite and shall not again be permitted on DISTRICT’S worksite without the written consent of the DISTRICT.

8. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior written approval of the DISTRICT.

9. CONTRACTOR SUPERVISION: CONTRACTOR shall provide competent supervision of personnel employed on the job, use safe high quality equipment, and consistently deliver quality workmanship.

10. PROTECTION OF WORK AND PROPERTY: The CONTRACTOR shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Agreement services. In an emergency affecting life and safety of life or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury.

11. INSPECTION OF WORK: DISTRICT representatives shall at all times have access to work areas, whether it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access.

12. ASSIGNMENT OF AGREEMENT AND/OR PURCHASE ORDER: The CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT.

13. DEFAULT: Failure of the CONTRACTOR to comply with any of the terms and/or conditions of this Agreement shall constitute default by the CONTRACTOR.

14. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

15. PERMITS AND LICENSES: The CONTRACTOR and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or service herein listed.

16. FORCE MAJEURE: CONTRACTOR shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, terrorist act, lock-out, or acts of the government when satisfactory evidence thereof is presented to the DISTRICT, and provided that it is satisfactorily established that the nonperformance is not due in full or in part to the fault or neglect of the CONTRACTOR, its employees, subcontractors, suppliers or agents.

17. INDEMNIFICATION: CONTRACTOR and its successors or assigns agree to defend, indemnify and hold harmless the DISTRICT and its governing board, officers, employees, agents, subcontractors and volunteers from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney’s fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by, alleged to be caused by or arising out of:

(a) The negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractor, agents or employees;
(b) Any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors;
(c) The use of any copyright materials or patented inventions; or
(d) CONTRACTOR's breach of its warranties or obligations under this Agreement.

18. INSURANCE: The CONTRACTOR shall maintain adequate insurance for protection from claims under Workers’ Compensation acts and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Agreement. Failure to furnish the Agreement required insurance documents may be considered a material default of the CONTRACTOR.

19. PAYMENT: Unless otherwise specified, the CONTRACTOR shall render invoices in duplicate for materials delivered or services performed under the Agreement. The DISTRICT shall make payment in full for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. No progress payments shall be authorized unless specifically called for in the Agreement.

20. INDEPENDENT CONTRACTOR: While engaged in carrying out the terms and conditions of the Agreement, the CONTRACTOR is an independent contractor, and not an officer, employee, or agent of the DISTRICT.

21. AFFIRMATIVE ACTION: It is the Policy of the Santa Clarita Community College District that in connection with all services performed under construction agreements and purchasing contracts, there be no discrimination against any employee engaged in the work because of creed, and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code Section 1410 and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by all subcontractors employed on the work by him.

22. LABOR CODE: CONTRACTOR shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, ch. 1 Articles 1-5, including the payment of the General Prevailing Wages. Copies of the prevailing rate of per diem wages are on file in the DISTRICT’S Facilities Office.

If applicable statutes require payment of Prevailing Wages, CONTRACTOR shall maintain for audit by the DISTRICT, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request.

23. CLEAN-UP: The premises shall be kept clean and orderly at all times.

24. TIME: Time is of the essence in this Agreement.

Acknowledged Receipt: ________________________________
Initiales/Date

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**BACKGROUND / ANALYSIS:**

As part of the Measure M bond-listed modernization projects, the construction of a Coffee Kiosk at the Canyon Country Campus consists of constructing a walk-up facility where students, staff and visitors can purchase refreshments and pastries. The district would like to enter into a contract with H&S Electric, Inc. (Santa Clarita, CA) in the amount of $14,745 to provide electrical power to this facility. The work includes furnishing and installing a new 200amp circuit breaker and 200amp volt feeder along with the necessary conduit and modifications to the existing electrical system.

Copies of the contract have been distributed under separate cover and are available upon request.

**FISCAL IMPLICATIONS:**

This is a Bond modernization project, funds for which can only be used for bond-listed projects. Funds for this contract in the amount of $14,745 are included in the FY09/10 Adopted budget.

**RECOMMENDATIONS:**

Move approval of contract for Modernization Project for Coffee Kiosk at the Canyon Country Campus as noted above.

Submitted by: James C. Schrage  
Vice President, Facilities Planning, Operations and Construction

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook  
Chancellor

Recommended by:
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and H&S Electric, 27895 Smyth Drive, Unit 6A, Valencia, CA 91355 ("Contractor").

WITNESSETH, the parties do hereby contract and agree as follows:

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Modernization Project: Provide Electrical Power to Coffee Kiosk at the Canyon Country Campus

1. Payment. The lump sum price for the Work is Fourteen Thousand Seven Hundred Forty-Five Dollars ($14,745).

2. Term. The term of this Agreement shall commence February 25, 2010 and shall end no later than April 30, 2010.

3. Terms. Payment shall be net 30 days upon satisfactory completion and acceptance of Work and receipt of Contractor invoice. Inspection of services shall be performed by authorized District personnel who shall recommend acceptance to the District.

4. Terms and Conditions. The Agreement includes the Terms and Conditions as printed and set forth on the reverse of this page or as attached. Contractor, by executing this Agreement, agrees to comply with such Terms and Conditions.

5. Labor and Performance Guarantee. The Contractor shall guarantee all labor and materials used in the performance of this Agreement for a period of ninety (90) days from the date of acceptance of Work by the District or per proposal/quote/manufacturer's warranty, whichever is longer.

6. Insurance. Contractor is aware of the laws of the State of California requiring employers to provide Workers' Compensation insurance. Contractor shall provide Commercial General Liability, Automobile Liability and Workers' Compensation. Certificate(s) of Insurance naming the District as an Additional Insured shall be submitted to District prior to commencing Work when requested by the District.

7. Indemnification. Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

8. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than $1,000, and Contractor will comply with said requirement.

9. Documents. Parties hereunto subscribe to this Agreement, including all Agreement documents described below:
   a. Scope of Work/Proposal (If not described in 1. above, document is attached hereto and made a part hereof).
   b. Specifications (If not described in 1. above, document is attached hereto and made a part hereof).
   c. Payment Bond (If checked, must be submitted to District prior to commencing Work).
   d. Labor and Materials Release (If checked, must be submitted to District prior to payment).
   e. Other: ____________________________________________

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

CONTRACTOR

BY: Authorized Representative

Print Name

Print Title

Date

Board Meeting Date of Approval

BY: Authorized Representative

Print Name

Print Title

Date

CONTRACTOR’S LICENSE NUMBER
TERMS AND CONDITIONS

1. EQUIPMENT AND LABOR: The CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the service herein described. The service shall be performed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated.

2. SUBCONTRACTORS: Subcontractors, if any, engaged by the CONTRACTOR for the service shall be subject to the approval of the DISTRICT. CONTRACTOR shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Workers’ Compensation and general liability insurance.

3. SAFETY AND SECURITY: It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present.

4. TERMINATION: The DISTRICT may terminate this Agreement upon ten (10) days notice without cause and the CONTRACTOR shall be entitled to compensation based on the services completed to the satisfaction of the DISTRICT. The DISTRICT may terminate immediately upon default and may withhold from payments due to CONTRACTOR on this or any other Agreement the amount necessary to complete the contracted Work.

5. AGREEMENT CHANGES: No changes or alterations to this Agreement shall be made without specific prior written approval by the DISTRICT.

6. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until the conflict is resolved by a DISTRICT representative. This document and any attachments referenced represent the entire Agreement and shall be enforced and interpreted under the laws of the State of California. In the event any provision of the Agreement shall be held invalid, the remainder shall be in full force and effect.

7. WORKERS: CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from DISTRICT’s service and shall not again be permitted on DISTRICT’s worksite without the written consent of the DISTRICT.

8. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior written approval of the DISTRICT.

9. CONTRACTOR SUPERVISION: CONTRACTOR shall provide competent supervision of personnel employed on the job, use safe high quality equipment, and consistently deliver quality workmanship.

10. PROTECTION OF WORK AND PROPERTY: The CONTRACTOR shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Agreement services. In an emergency affecting life and safety of life or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury.

11. INSPECTION OF WORK: DISTRICT representatives shall at all times have access to work areas, whether it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access.

12. ASSIGNMENT OF AGREEMENT AND/OR PURCHASE ORDER: The CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT.

13. DEFAULT: Failure of the CONTRACTOR to comply with any of the terms and/or conditions of this Agreement shall constitute default by the CONTRACTOR.

14. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

15. PERMITS AND LICENSES: The CONTRACTOR and all of his employee or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or service herein listed.

16. FORCE MAJEURE: CONTRACTOR shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, terrorist act, lock-out, or acts of the government when satisfactory evidence thereof is presented to the DISTRICT, and provided that it is satisfactorily established that the nonperformance is not due in full or in part to the fault or neglect of the CONTRACTOR, its employees, subcontractors, suppliers or agents.

17. INDEMNIFICATION: CONTRACTOR and its successors or assigns agree to defend, indemnify and hold harmless the DISTRICT and its governing board, officers, employees, agents, subcontractors and volunteers from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney’s fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by, alleged to be caused by or arising out of:

(a) The negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractor, agents or employees;

(b) Any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors;

(c) The use of any copyrighted materials or patented inventions;

(d) CONTRACTOR’s breach of its warranties or obligations under this Agreement.

18. INSURANCE: The CONTRACTOR shall maintain adequate insurance for protection from claims under Workers’ Compensation acts and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Agreement. Failure to furnish the Agreement required insurance documents may be considered a material default of the CONTRACTOR.

19. PAYMENT: Unless otherwise specified, the CONTRACTOR shall render invoices in duplicate for materials delivered or services performed under the Agreement. The DISTRICT shall make payment in full for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. No progress payments shall be authorized unless specifically called for in the Agreement.

20. INDEPENDENT CONTRACTOR: While engaged in carrying out the terms and conditions of the Agreement, the CONTRACTOR is an independent contractor, and not an officer, employee, or agent of the DISTRICT.

21. AFFIRMATIVE ACTION: It is the Policy of the Santa Clarita Community College District that in connection with all services performed under construction agreements and purchasing contracts, there be no discrimination against any employee engaged in the work because of creed, and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code Section 1410 and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by all subcontractors employed on the work by him.

22. LABOR CODE: CONTRACTOR shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, ch. 1 Articles 1-5, including the payment of the General Prevailing Wages. Copies of the prevailing rate of per diem wages are on file in the DISTRICT’S Facilities Office.

If applicable statutes require payment of Prevailing Wages, CONTRACTOR shall maintain for audit by the DISTRICT, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request.

23. CLEAN-UP: The premises shall be kept clean and orderly at all times.

24. TIME: Time is of the essence in this Agreement.

Acknowledged Receipt: ___________  ___________
BACKGROUND / ANALYSIS:
As requested by the Board of Trustees, revisions to Board Policy (BP) and Administrative Procedures (AP) have been drafted for review and first reading by the Board.

At the February 3, 2010 meeting, the Board reviewed the Policy and Procedures for a first reading. Therefore, submitted for the Board’s consideration for the second reading are the proposed changes to BP 2760 and AP 2760 – Special Events/Activities, and AP 2735 – Board Member Travel.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:
Move approval of Board Policies and Procedures: BP 2760 and AP 2760 – Special Events/Activities, and AP 2735 – Board Member Travel, First Reading.

Submitted by:                Approval for submission to Board of Trustees:

Title, If applicable        Dr. Dianne G. Van Hook
                              Chancellor

Recommended by:

Mr. Scott Wilk
BP 2760  Special Events/Activities

Reference:

*Education Code Section 87032 and 72233*

The Governing Board of the Santa Clarita Community College District recognizes the importance and need to promote an awareness and understanding of District programs through personal contact with individuals and groups. It further recognizes that some of these functions may be structured around meal functions. Therefore, the Board authorizes the purchase of food, refreshments and other items related to these meetings or events for employees and non-employees at District-sponsored events. The Board also authorizes the use of District funds for expenses related to attendance at non-district sponsored events.

*Approved 06/11/08*
1. The Board authorizes the purchase of food, refreshments and other items related to these meetings or events for employees and non-employees at District-sponsored events.

2. When such purchases are made, the Board member should follow the procedures found in AP 2735 for reimbursement of expenses.

3. Alcohol, tobacco, and other drugs may not be purchased with District resources, and are not subject to reimbursement.

4. The Board authorizes use of District funds to attend non-district sponsored special events/activities. District funds will be used for board member attendance only (no guests will be paid for with District funds). At the request of a board member, the Chancellor’s Office will make a reservation for a guest while making the board member’s District covered reservation. In this instance, the Chancellor’s Office will indicate that the guest is personally responsible for their attendance fees and costs.

5. If the board member fails to provide proof of actual expenses (normally in the form of credit card receipts, hotel receipts, restaurant receipts, etc. for business travel in the time allotted (30 days)), the member will not be allowed to attend future non-district sponsored special events/activities using District funds.

Approved 06/11/08
AP 2735  Board Member Travel

Reference:

**Education Code Section 72423**

1. The amount of travel monies and the manner in which these funds will be expended will be determined by the Board prior to the adoption of the final budget.

2. Each member will submit a travel plan for the year (excluding advocacy).

3. Board member requests will be considered when the Board Travel Budget is established at the time of the tentative budget review, and prior travel claims have been submitted to the District.

4. No further approval, other than on the agenda as a travel authorization, will be necessary as long as the travel is within the budget limitations.

5. When a Board member wishes to travel on authorized District business, the Board member must submit a completed Request for Travel Authorization form (copy attached) to the Chief Executive Officer of the District for signature prior to initiating the trip in order to ensure coverage by insurance.

6. When a deposit is required as a part of the process of reserving facilities for the Board member traveling on authorized District business, the amount of that deposit may be paid by the District in advance of the meeting.

7. When a Board member is traveling on authorized District business, the District will advance funds requested for such travel on the Request for Travel Authorization form if the travel request is accompanied by a “Request for Advance Funds” form.

8. If a Board member needs airline or hotel reservations made, he/she should contact the Office of the Chief Executive Officer of the District. The Chief Executive Officer of the District’s staff will assist in making arrangements, if necessary.

9. When a Board member desires to drive his/her own car, payment for mileage will be allowed for the use of a privately owned automobile at the currently authorized rate.

10. Within 30 days of a Board member’s return from authorized travel, he/she shall file a “Request for Reimbursement-Mileage and Expense” form through the office of the Chief Executive Officer of the District, itemizing actual and necessary expenses. The Request for Reimbursement-Mileage and Expense form should be accompanied by original receipts (except in the case of porterage, taxi, or other minor services where receipts are not issued.) If receipts are not submitted by 30 days after the applicable fiscal year end (June 30), the claim for reimbursement will be forfeited. If a Board member submits a Travel Authorization with estimated costs, and later determines they will not be requesting reimbursement, within 30 days after the return from the authorized travel, the member must notify the District that reimbursement will not be requested.

11. Failure to provide proof of actual expenses, normally in the form of credit card receipts, hotel receipts, restaurant receipts, etc. in the time allotted (30 days) will result in a moratorium on future travel and District paid event attendance.

12. He/she shall be paid the actual and necessary expenses involved in the travel and shall, at the time of filing of the request, return to the District any money advanced which was not expended.

13. The Board will review its travel expenditures and reporting thereof on a semi-annual basis. Board member travel and meeting expenses must be able to withstand the test of external audit and occasional grand jury reviews.
14. In order to ensure that the Board’s ability to monitor and manage its travel budget is enhanced, travel reimbursement forms should be completed in the manner described in #5 above.

15. Upon return from travel, the Board members will provide a written report summarizing the content of the meeting/conference attended.

Approved 3/25/09
AGENDA CATEGORY  POLICIES and PROCEDURES

ITEM/TITLE  Approval of Revisions to Board Policy 539 (BP 5901) – Course Repetition, First Reading

BACKGROUND / ANALYSIS:
The proposed changes to this policy are the result of major changes to the Title 5 regulations related to course repetition. The Board of Governors began discussing this issue in March of 2007. Title 5 changes were adopted in May of 2009. Districts are expected to modify current practice in spring 2010 to be in compliance with the new Title 5 regulations. Note that because the proposed changes are extensive, we are unable to present the changes in the normal legislative format (strikeouts and underlines). Instead, both the old policy (#539) and the newly proposed policy (BP 5901 – reflecting the new format) are attached for review.

The most significant changes to the course repetition policy are:

- **Substandard Grades** – Students may now repeat a course in which they received a sub-standard grade (D, F, FW, or No-pass) two times. This is a change from one allowable repeat.

- **Significant Lapse of Time** – Current District policy states that 5 years must pass before a student can repeat a course in which a passing grade was received. The revision changes that time to two years. This change is very relevant to courses related to skill building such as EMT and software courses.

- **Calculation of Repeated Grades** – Currently only the first repeat attempt can be used to improve the GPA. The new policy allows for both attempts to improve the overall grade.

- **Activity Courses** – Generally speaking, these courses have been repeatable four times. The new policy proposes that each attempt will be calculated in the GPA.

- **CWEE Courses** – The new policy places a limit on the number of CWEE units that be claimed for apportionment at 16. The courses are to be divided into two categories – general work experience, and occupational work experience.

The policy, as presented for first reading, has been reviewed and endorsed by the Associated Student Government, the Academic Senate, and the College Policy Council.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of Revisions to Board Policy 539, (becoming BP 5901) – Course Repetition, First Reading.

Submitted by:  

Approval for submission to Board of Trustees:  

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:  

Michael Wilding  
Asst. Supt/VP, Student Services
539
Per Title V of the California Code of Regulations, Section 55761, the Santa Clarita Community College District has adopted the following policy with regard to the repetition of courses for which a student has received a substantial grade. Nothing in this policy should be taken as an exception to Section 55762 of Title V, of the California Code of Regulations:

539.1 – Definitions:

539.1(a) For the purpose of course repetition, academic renewal, and all other grade related issues, substandard grades shall be defined as meaning course work for which the student has earned a “D,” “F,” and/or “N/C.”

539.1(b) For the purpose of course repetition, academic renewal, and all other grade related issues, non-substandard grades shall be defined as meaning course work for which the student has earned a “C,” “B,” “A,” or “Credit.”

539.1(c) For the purpose of this policy “Extenuating Circumstances” is taken to mean verified cases of accidents, illness, or other circumstances beyond the control of the student.

539.2 – Repetition of courses with substandard grades:

Students may repeat courses for which they have earned a substandard grade one time.

539.3 – Exceptions:

Students may repeat a course for which a substandard grade has been recorded more than once under the following conditions:

539.3(a) The District, through its Academic Standards Committee, finds that the previous grades were, at least in part, the result of extenuating circumstances.

539.3(b) The District, through its Academic Standards Committee, determines that a student should repeat a course because there has been a significant lapse of time, normally over 5 (five) years, since the student previously took the course.
539.4 – Transcript Notation:

539.4(a) When courses are repeated for which a substandard grade was received, credit will be given once. All coursework shall remain on the student's permanent record. The course will be annotated such that the grade point calculation occurs for the most recent grade.

539.4(b) When courses are repeated for which a non-substandard grade was received credit will be given once. All coursework shall remain on the student’s permanent record. The course will be annotated such that the grade point calculation, and credit, occurs for the first grade received.

539.5 – Repetition of courses for which the student has received a non-substandard grade:

Per Section 55763 of Title V, California Code of Regulations, the Santa Clarita Community College District has adopted the following policy with regard to repeating courses for which the student has earned a non-substandard grade:

539.5(a) Students may submit a petition to the Academic Standards Committee, accompanied by verified extenuating circumstances, requesting that courses be repeated. If approved, grades awarded for courses repeated under this section shall not be counted in calculating a student's grade point average, nor will the student receive unit credit.

539.5(b) Course repetition shall be permitted, without petition to the Academic Standards Committee, in cases where such repetition is necessary for a student to meet a legally mandated training requirement as a condition of continued paid or volunteer employment. Such courses may be repeated, for credit, any number of times, regardless of whether or not substandard work was previously recorded, and the grade received each time shall be included for purpose of calculating the student's grade point average. The Santa Clarita Community College District reserves the right to require a student to certify or document that course repetition is necessary to complete legally mandated training pursuant to this section.

539.6 – Repetition of special classes to provide accommodation to students with educational limitations.
Per Section 56029 of Title V, California Code of Regulations, students may repeat General Studies 081, 082, 091, and 092 more than once when:

539.6(a) The continuing success of the student is dependent on additional repetitions;

539.6(b) Additional repetitions of a specific class are essential to completing a student's preparation for enrollment into other regular or special class; or

539.6(c) The student has a student educational contract which involves a goal other than completion of the special class in question and repetition of the course will further achievement of that goal.
BP 5901  COURSE REPETITION  (Proposed Revisions to Entire Policy)

Reference:
Education Code Sections 66700, 70901, 70902; Title 5, Sections 55040 - 55043, 55253 and 58161

5901—The Santa Clarita Community College District has adopted the following policy with regard to course repetition. Nothing in this policy shall conflict with Education Code section 76224 or Title 5 section 55025 that pertains to the finality of grades assigned by instructors or pertaining to the retention and destruction of student records.

5901.1 Definitions

A. "Course repetition" occurs when a student who has previously received a grade in a particular course reenrolls in that course and receives a subsequent grade.

B. For the purposes of course repetition, academic renewal, and all other grade related issues, substandard grades shall be defined as meaning course work for which the student has earned a "D," "F," "FW," and/or "NP."

C. For the purpose of course repetition, academic renewal, and all other grade related issues, non-substandard grades shall be defined as meaning course work for which the student has earned a "C," "B," "A," or "P."

D. For the purpose of this policy "Extenuating Circumstances" is taken to mean verified cases of accidents, illness, or other life changing events beyond the control of the student.

E. For the purpose of this policy "Activity Courses" are those that allow the student to meet course objectives by repeating a similar primary educational activity and gain expanded educational experience each time the course is taken. Activity courses consist of courses in physical education, visual and performing arts courses in music, fine arts, theater or dance.

5901.2 Course repetition conditions in this policy will:

A. Designate certain types of course as "repeatable courses" consistent with Title 5 section 55041 and the number of course repetitions allowed for each course will be published annually in the College catalog.

B. Allow a student to repeat a course in an effort to alleviate substandard grade.

C. Permit or require a student to repeat a course due to significant lapse of time.

D. Permit a student to repeat a portion of a variable unit open-entry/open-exit course.

E. Permit a student to repeat a course to meet a legally mandated training requirement as a condition of continued or volunteer employment.

F. Permit a student to repeat a course, which is not designated repeatable, regardless of whether or not substandard academic work was previously recorded, when there are extenuating circumstances which justify the repetition.
G. Permit a student to repeat a course in general or occupational work experience. When an occupational course is repeated, the grade received each time shall be included in calculating the student’s grade point average.

H. Permit a student with a disability to repeat a special class for students with disabilities any number of times based on an individual determination that such repetition is required as a disability-related accommodation for that student. The previous grade and credit will be disregarded in computing the student’s GPA each time the course is repeated.

In all conditions described above, the student’s permanent academic record shall clearly indicate any courses repeated using an appropriate symbol and annotated in such a manner that work remains legible, insuring a true and complete academic history.

5901.3 Course Repetition to Alleviate Substandard Grades

A. Students may repeat course for which they have earned a substandard grade two times.

B. If a student repeats a course for which he or she has earned a substandard grade and receives a non-substandard grade (A, B, C or P), he or she cannot repeat the course a second time.

C. If the student repeats a course for which he or she has earned a substandard grade and receives a second substandard grade, he or she can repeat the course one more time.

D. After course repetition occurs to alleviate substandard grades, the previous grade and unit credit will be disregarded in computing the student’s GPA for each previous two instances of substandard repetition. The course will be annotated such that the GPA calculation occurs for the most recent grade.

5901.4 Course Repetition due to Significant Lapse of Time

Students cannot repeat courses where a non-substandard grade was received, unless there has been a significant lapse of time or extenuating circumstances. Course repetition for a significant lapse of time can occur only once. A significant lapse of time is defined as at least two years. All course work shall remain on the student’s permanent record. The course will be annotated such the grade point calculation and unit credit occurs for the first grade received.

5901.5 Course Repetition due to Extenuating Circumstances

Course repetition due to extenuating circumstances can be granted when the student files a petition and the academic standard committee, or its designee, grants written approval of the petition based on a finding that the student’s previous grade (whether substandard or non-substandard) was, at least in part, the result of extenuating circumstances. The previous grade and unit credit will be disregarded in computing the student’s GPA each time it is recorded.
5901.6 **Course Repetition for Activity Courses**

Students may repeat activity courses for not more than three semesters, even if one of the grades received is substandard. The grade received each time shall be included for purposes of calculating the student’s GPA.

5901.7 **Course Repetition for Cooperative Work Experience Courses**

Students may repeat cooperative work experience courses for a total of 16 semester units. General work experience courses can be repeated for up to six semester units of credit. Occupational work experience course can be repeated up to 8 units of credit per semester. The combination of both types of work experience classes cannot exceed 16 units total. The grade received each time shall be included for purposes of calculating the student’s GPA.

5901.8 **Course Repetition for Variable Open Entry/Open Exit Courses**

Students may enroll in a variable unit open entry/open exit course as many times as necessary to complete the entire curriculum of the course one time as described in the course outline of record. Each time a student enrolls in a physical education activity course offered on an open entry/open exit basis, regardless of the number of units for which the student enrolls, the enrollment shall count as a repetition of the course. When course repetition of a portion of a course is permitted under these circumstances, the previous grade and unit credit are to be disregarded in computing the student’s GPA.

5901.9 **Apportionment for Course Repetition**

The District may claim the attendance of students who repeat credit course for state apportionment as follows:

A. Where substandard academic work has been recorded, apportionment may be claimed for a maximum of two repetitions to alleviate substandard grades.

B. The attendance of students in legally mandated training may be claimed without limitation.

C. The attendance of students enrolled in credit activity course may be claimed for a maximum of four semesters, regardless of standard or substandard grades

D. The attendance of a student with a disability may be claimed each time the student repeats a credit special class as a disability related accommodation.

E. The attendance of a student repeating a credit course by petition for extenuating circumstances may be claimed for a maximum of two repetitions.

F. The attendance of a student repeating a credit course by petition for a significant lapse of time may be counted only once beyond the prior enrollment.

G. The attendance of a student repeating a cooperative work experience course may be claimed for state apportionment without limitation up to the 16 unit limit.
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<th>Approval of Modification of Board Policy 540 (BP 5902) – Academic Renewal, First Reading</th>
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**BACKGROUND / ANALYSIS:**
From time to time, we review policies to ensure that they are in compliance with Title 5 of the California Code of Regulations, as well as reflect the current practices within the District. Additionally, because the District has adopted a new policy format, some of the changes reflected in this proposal are designed to make the format consistent with other District policies, including the new number reference of BP 5902.

The policy, as presented here for first reading, has been reviewed and endorsed by the Associated Student Government, the Academic Senate, and the College Policy Council. Modifications include:

- **5902** – The change proposed in this section indicates that students can only apply for academic renewal for course work completed in this district. In other words, we will no longer provide academic forgiveness for course work taken at another college. Instead, we ask that students deal directly with their former institution.
- **5902.1 D** – In this new section we are proposing that student not be allowed to remove courses from their transcripts if they have used those courses to meet the requirements for an awarded degree.
- **5902.2** – This modification reflects current practice. These matters managed in Counseling, not by the Academic Standards Committee.

**FISCAL IMPLICATIONS:**
None

**RECOMMENDATIONS:**
Move approval of Modifications to Board Policy 540 (BP 5902) - Academic Renewal, First Reading.

Submitted by: Michael Wilding  
VP, Student Services

Approval for submission to Board of Trustees:  
Dr. Dianne G. Van Hook  
Chancellor

Recommended by:
POLICY: STUDENT SERVICES
5405902. ACADEMIC RENEWAL

Reference: Title 5, Sections 55046

5405902. Academic Renewal Policy
If the following conditions are met the Santa Clarita Community College District may disregard from all consideration associated with the computation of a student's cumulative grade point average, up to a maximum of two (2) semesters of coursework or three (3) quarters taken at the Santa Clarita Community College District.

5405902.1 These conditions are:
A. The coursework to be disregarded is substandard. The semester/quarter grade point average of the courses to be disregarded is less than 2.0.
B. A minimum of 24 semester units have been completed at a college in the Santa Clarita Community College District with a grade point average of at least 2.0, subsequent to the coursework to be disregarded.
C. At least 3 (three) calendar years have elapsed since the most recent coursework to be disregarded.

D. Academic renewal cannot be used to set aside semester containing units or coursework which has been used to meet graduation requirements.

5405902.2 Even though academic renewal is granted, all coursework will remain legible on the student's permanent record (transcript), ensuring a true and complete academic history. The student's permanent record will be annotated, however, so that it is readily evident to all users of the records that the units, even if satisfactory, are to be disregarded. This notation will be made at the time that the appropriate college office has received notification of approval, from the Academic Standards Committee.

5405902.3 All units and grade points earned during such a semester shall be disregarded, even satisfactory units. Subject credit may be allowed for work completed satisfactorily during disregarded terms.

5405902.4 If another accredited college has acted to remove previous coursework from consideration in computing the grade point average such action shall be honored in terms of its policy. However, such units/semesters disregarded shall be deducted from the two semester maximum of coursework eligible to be disregarded in the Santa Clarita Community College District.

5405902.5 Academic renewal actions are irreversible. Students should meet with a counselor before taking such an action.

5405902.6 If the student is otherwise eligible for graduation, academic renewal may not be used to raise the grade point average in order to qualify for graduation with honors.

540.85902.7 This policy is adopted for use in the Santa Clarita Community College District. Other institutions may have adopted different policies. The transfer status of such action depends upon the policy of the college to which a student transfers.
### AGENDA

**CATEGORY**  POLICIES and PROCEDURES

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**ACTION/CONSENT**

**ACTION**

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**BACKGROUND / ANALYSIS:**

The proposed changes to this policy reflect **format changes only**. The new format is consistent with other District policies and the CCLC format that has been adopted, changing the number reference to BP 5903.

The policy, as presented here for first reading has been reviewed and endorsed by the Associated Student Government, the Academic Senate, and the College Policy Council.

The proposed policy is attached.

**FISCAL IMPLICATIONS:**

None.

**RECOMMENDATIONS:**

Move approval of modifications to Board Policy 542 (becoming BP 5903) – Late Adds, First Reading.

Submitted by:                Approval for submission to Board of Trustees:

Michael Wilding
VP, Student Services

Dr. Dianne G. Van Hook
Chancellor
POLICY: STUDENT SERVICES

542-5903 LATE ADDS

Reference:
Title 5, Sections 58003.1(b), 58004, 58508 and 58782

5425903.1 Established Deadline for Late Adds

The deadline to add a semester length class is the end of the second or third week depending on the length of the semester, or for non-standard length classes (either shorter or longer than the semester) the deadline to add is 20 percent of the meeting days of the class.

5425903.2 Approval for Late Adds

A student who misses the established deadline for a particular class may add the class upon the instructor’s approval and successful petition to the Academic Standards Committee.

5425903.3 Date of First Attendance

The student’s first date of attendance for the class in question must be prior to the established add deadline in order for the District to collect apportionment for that student.

5425903.4 Documentation of Extenuating Circumstances

If the add deadline is missed, the student must demonstrate extenuating circumstances and provide appropriate documentation as part of the petition process. Extenuating circumstances are verified cases of accidents, illnesses, or family or work obligations, or other circumstances beyond the control of the student. The Academic Standards Committee will make the final determination of the validity of the documentation for extenuating circumstances.

5425903.5 Consideration of Late Add Petitions

Petitions to the Academic Standards Committee for late adds submitted after the established add deadline for a particular class may be considered as long as the student’s first date of attendance was prior to the deadline.

5425903.6 Deadline for Consideration of Late Add Petitions

The Petition to the Academic Standards Committee form and all supporting documentation for late adds must be submitted no later than 50% of the term for which a student wishes to add the class.
AGENDA CATEGORY  POLICIES and PROCEDURES

ITEM/TITLE  Approval of Modification to Board Policy 543 (BP 5904) – Late Refunds, First Reading

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The proposed changes to this policy reflect format changes only. The new format is consistent with other District policies and the CCLC format that has been adopted, changing the number reference to BP 5904.

The policy, as presented here for first reading has been reviewed and endorsed by the Associated Student Government, the Academic Senate, and the College Policy Council.

The proposed policy is attached.

FISCAL IMPLICATIONS:
None

RECOMMENDATIONS:
Move approval of modifications to Board Policy 543 (BP 5904) – Late Refunds, First Reading.

Submitted by:                Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Michael Wilding
VP, Student Services
POLICY: STUDENT SERVICES

| 543-5904 | LATE REFUNDS |
|-----------|

Reference: Education Code Sections; Title 5, Sections 58508

543-5904.1 Established Deadline for Refunds

The deadline for a refund for semester length classes is the end of the second week, or for non-standard length classes (either shorter or longer than the semester) the deadline for a refund is 10 percent of the meeting days of the class.

543-5904.2 Approval for Late Refunds

A student who misses the established deadline for a particular class may obtain a refund if a petition to the Student Business Office is approved.

543-5904.3 Documentation of Extenuating Circumstances

If the refund deadline is missed, the student must demonstrate extenuating circumstances and provide appropriate documentation as part of the petition process. Extenuating circumstances are verified cases of accidents, illnesses, or family or work obligations, or other circumstances beyond the control of the student. The Student Business Office will make the final determination of the validity of the documentation for extenuating circumstances.

543-5905.4 Consideration of Late Refund Petitions

The extenuating circumstances must have occurred prior to or up through the established refund deadline for the class and term in question in order for the student to be eligible for the refund.

543-5904.5 Deadline for Consideration of Late Refund Petitions

The Petition for Late Refund form and all supporting documentation for late refunds must be submitted no later than the end of the term in which the class in question is offered.
AGENDA
CATEGORY  POLICIES and PROCEDURES

ITEM/TITLE Approval of Modification to Board Policy 537

(BP 5905) – Credit by Exam, First Reading

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
From time to time, we review policies to ensure that they are in compliance with Title 5 of the California Code of Regulations, as well as reflect the current practices within the District. Additionally, because the District has adopted a new policy format, some of the changes reflected in this proposal are designed to make the format consistent with other District policies, including the new number reference of BP 5905.

The policy, as presented here for first reading has been reviewed and endorsed by the Associated Student Government, the Academic Senate, and the College Policy Council. Modifications include:

- 5905.1 – Elimination of redundant language.
- 5905.4 A – This change is proposed to reflect the flexible nature of our schedule. In the past, six units was considered half time for a regular 17-week semester. With so many variations in scheduling we are proposing to simply say “half-time”.
- 5905.4 B – This change is similar to what is proposed in 5905.4 A. It is simpler to say “fifty percent of the term” given that term lengths have so much variation.
- 5905.4 C – In this section the change reflects that some courses are only offered on a pass-no pass basis.
- 5905.4 G – This change reflects that attempts are treated differently than successful completion of credit by exam.

The proposed policy is attached.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of Modification to Board Policy 537 (BP 5905) – Credit by Exam, First Reading

Submitted by: Dr. Dianne G. Van Hook
Chancellor

Approval for submission to Board of Trustees:

Recommended by:

Michael Wilding
VP, Student Services
POLICY: STUDENT SERVICES
5375905. CREDIT BY EXAMINATION

Reference:
Title 5, Section 55050

5375905.1 Credit by Examination may be granted for proficiency previously accomplished by other than an accredited institution; for study; travel; or other experiences in College of the Canyons approved courses. Credit attempted by this method shall be so marked on the student’s permanent record on an A-F grading system. Units and grade points earned shall be counted toward the Associate degree.

5375905.2 Units earned by Credit by Examination are not considered as part of the student’s official program and will not be used for reports to insurance companies or other similar agencies.

5375905.3 Students must obtain permission from the lead instructor of the department from which the course is offered (or division dean if there is no lead instructor) and obtain approval from a counselor. Lead instructors (or division deans) will forward the results of the examination to the Admissions and Records Office for processing and recording.

5375905.4 Requirements for Credit by Examination:

a. A student wishing to receive credit by examination must be a student in good standing at College of the Canyons and be currently enrolled in a minimum of six units as a half-time student.

b. Petitions for credit by examination in approved courses must be submitted by the eighth week of the semester no later than fifty percent of the term. Grades for courses taken through credit by examination are due in the Admissions and Records Office by the last day of finals for the semester or term.

c. Courses taken through credit by examination are subject to A-F grading. Exceptions are given for courses that are offered for Pass/No Pass grading only. Incompletes, withdrawals, or no-credit-pass grades are not allowed.

d. Unit credit may not be granted after credit has been earned for a more advanced College of the Canyons course. Additionally, unit credit may not be granted for pre-requisites once the more advanced course has been completed.

e. A second examination may not be attempted for the same course, but the course may be taken for credit following regular enrollment requirements.

f. The student must be eligible to take the particular course for credit in terms of any prerequisites and other enrollment requirements.

G. A maximum of 18 units may be taken awarded through credit by examination.
h. Students will be charged the current enrollment fee at the time of exam plus an additional $9.00 per unit to cover the cost of creating and administering the examination by faculty. Students will be charged these fees prior to the time the examination is attempted.

i. Credit by exam fees must be paid prior to taking the exam. Fees are non-refundable.
**AGENDA**

**CATEGORY** GENERAL

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**BACKGROUND / ANALYSIS:**
Congressman Howard “Buck” McKeon has introduced legislation in the U.S House of Representatives to resolve the mining dispute between the City of Santa Clarita, California and CEMEX USA.

The Canyon Country Campus is located approximately 3 miles from the site of the proposed mining operation, and could be affected by reduced air quality. As well, students using State Route 14 to reach the campus would encounter increased traffic volume from trucks driving to and from the mining site.

To that end, the Board of Trustees is being asked to approve this resolution in support of H.R. 4332, as passage of the legislation would benefit the Canyon Country Campus and the students who attend classes at that facility.

**FISCAL IMPLICATIONS:**
None.

**RECOMMENDATIONS:**

Submitted by: Dr. Dianne G. Van Hook

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook

Chancellor

Recommended by: Dr. Dianne Van Hook
RESOLUTION NO. 2009/10-10
SANTA CLARITA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

IN SUPPORT OF HR 4332, The Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2009

Whereas, CEMEX USA (CEMEX) was awarded two, ten-year consecutive contracts from the United States Bureau of Land Management (BLM) to extract 56 million tons of sand and gravel from a site in Soledad Canyon; and

Whereas, the City of Santa Clarita objected to CEMEX’s plan to mine in Soledad Canyon beyond the historical production level of 300,000 tons per year; and

Whereas, the site of the proposed mine is located approximately three miles from the site of the Canyon Country Campus; and

Whereas, the mining operations would have directly impacted the air quality at the campus; and

Whereas, The Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2009 (H.R. 4332) was introduced by Representative Howard P. “Buck” McKeon (CA-25) on December 16, 2009; and

Whereas, the bill seeks to resolve the mining dispute between the City of Santa Clarita, and CEMEX; and

Whereas, the legislation would employ a proven process to cancel existing mining contracts, fairly compensate CEMEX and potentially provide additional revenue for environmentally important acquisitions throughout Southern California;

Now therefore, be it resolved

that the Board of Trustees of the Santa Clarita Community College District does hereby urge Congress to pass H.R. 4332, The Soledad Canyon High Desert, California Public Lands Conservation and Management Act of 2009.

______________________________
Mr. Scott Thomas Wilk
President

Mrs. Michele R. Jenkins
Vice-President

______________________________
Mr. Michael D. Berger
Clerk

Mr. Bruce D. Fortine
Member

______________________________
Mrs. Joan W. MacGregor
Member

Dr. Dianne G. Van Hook
Chancellor
AGENDA
CATEGORY     GENERAL

ITEM/TITLE     Approval of Resolution No. 2009/10-11: In the Matter of the State Budget Crisis and Local Education Impact

ACTION/CONSENT    □
ACTION     X
INFORMATION    □
DISCUSSION    □

BACKGROUND / ANALYSIS:
With California facing a $21 billion budget deficit, state funding for community colleges is likely to be reduced in 2010-11, as it was in the current budget year. Additional funding reductions will impact the educational opportunities College of the Canyons can make available to its students.

To that end, the Board of Trustees is being asked to pass this resolution to help communicate the gravity of the situation facing the college and the students.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move Approval of Resolution No. 2009/10-11: In the Matter of the State Budget Crisis and Local Education Impact.

Submitted by:

Dr. Dianne Van Hook
Chancellor

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Dianne Van Hook
RESOLUTION NO. 2009/10-11
SANTA CLARITA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

In the Matter of the State Budget Crisis and Local Education Impact

Whereas, the State of California faces a multi-billion dollar budget shortfall and lacks the necessary revenue to support needed expenditures; and

Whereas, all sectors of education in California – K-12, California Community Colleges, California State University, and University of California – have seen substantial budget cuts; and

Whereas, the Santa Clarita Community College District saw its ongoing revenue reduced by $12.3 million during the 2008-09 and 2009-10 budget years, and could have offered 3,455 more class sections with that funding; and

Whereas, the Santa Clarita Community College District has cut 793 class sections during the 2009-10 academic year when enrollment demand continues to increase due to record unemployment levels in California and fewer students being admitted to the California State University and University of California campuses; and

Whereas, more than 4,500 students were on waitlists for classes in the Santa Clarita Community College District in Fall 2009; and

Whereas, the Santa Clarita Community College District has seen a 28.5 percent increase in admission applications between Fall 2007 and Fall 2009; and

Whereas, the impact of the budget cuts has been exacerbated by the State’s deferrals of payment to local community college districts; and

Whereas, the Santa Clarita Community College District has not laid off permanent staff, but has been forced to severely limit hiring, which negatively affects the programs and services most used by students; and

Whereas, the Santa Clarita Community College District is an engine of economic growth and development in the region, as it served 3,213 employees, 507 companies, and secured $1.6 million in revenue to serve business during 2008-09;

Now Therefore Be It Resolved, that the Board of Trustees of the Santa Clarita Community College District, its Chancellor, its faculty, its staff, its administrators, and its students will work with interested parties in the community and in the state to advocate for a balanced approach to resolve State fiscal issues that inhibit the delivery of education in our community.

______________________________  ________________________________
Mr. Scott Thomas Wilk          Mrs. Michele R. Jenkins
President                        Vice-President

______________________________  ________________________________
Mr. Michael D. Berger           Mr. Bruce D. Fortine
Clerk                            Member

______________________________  ________________________________
Mrs. Joan W. MacGregor          Dr. Dianne G. Van Hook
Member                            Chancellor
## AGENDA

**CATEGORY**

**GENERAL**

**ITEM/TITLE**

Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items

**ACTION/CONSENT**

☐

**ACTION**

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☐

☐


### BACKGROUND / ANALYSIS:

Any relative handouts detailing updates on pending legislation and the state budget will be distributed at the meeting. Relevant comments will be added and input solicited regarding the follow-up the Board members would like to have taken in support of and/or opposition to specific pieces of legislation.

### FISCAL IMPLICATIONS:

N/A

### RECOMMENDATIONS:

Action, if any, to be determined.

Submitted by:  
Dianne G. Van Hook

Approval for submission to Board of Trustees:  
Dr. Dianne G. Van Hook  
Chancellor

Recommended by: