Item 11.6
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, April 22, 2009

The meeting will begin at 5:30 p.m. with Open Session (public welcome).

1. PRELIMINARY FUNCTIONS
1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items
1.2 Flag Salute
1.3 Approval of Agenda ACTION
1.4 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.)
1.5 Approval of Minutes ACTION
   • March 25, 2009 – Joint Meeting with the Associated Student Government
1.6 Recognition/”Up Close and Personal” ORAL
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 Award of Contract for Emerging Technologies Consultant – Nano & Micro Technology Consultants

5.1 Approval of Travel Authorizations Schedule T 08/09-18

6.1 Approval of Contract for Modernization Project – Rockwell Canyon Landscaping (Mariposa Landscapes, Inc.)

6.2 Approval of Contract for Modernization Project – Stadium Scoreboard (Daktronics)

6.3 Approval of Contract for Telecommunications Upgrade for the Dr. Dianne G. Van Hook University Center Construction Project (Digital Telecommunications Corp.)

6.4 Approval of Notice of Completion for Modernization Project (Cougar Stadium – Ventura Directional Drilling, Inc.)

6.5 Approval of Addendum #08 to Construction Administration Contract for the Dr. Dianne G. Van Hook University Center Construction Project (Flewelling & Moody)

6.6 Approval of Addendum #02 to Contract for Equipment Rental for the Dr. Dianne G. Van Hook University Center Construction Project (Andy Gump)

6.7 Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project

6.8 Approval of Notice of Completion for Flooring for the Bonelli Hall Third Floor Remodel Project (Floor Connection, Inc.)

7.1 Approval of Personnel Schedule PERS 2008/2009-16

8.1 Approval of Agreement Between the Santa Clarita Community College District and Blackboard, Inc.

3. **INSTRUCTIONAL SERVICES**  
See Consent Calendar.

4. **STUDENT SERVICES**  
None.

5. **BUSINESS SERVICES**  
See Consent Calendar.

6. **PHYSICAL PLANT, FACILITIES, and CONSTRUCTION**  
See Consent Calendar.

7. **HUMAN RESOURCES**  
See Consent Calendar.

8. **INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES**  
See Consent Calendar.

9. **POLICIES AND PROCEDURES**  
9.1 Approval of Modifications to Board Policy 532 – Student Grievance, Second Reading

9.2 Approval of Modification to Board Policy 533 – Student Grades or Grading Review, Second Reading

9.3 Approval of Modification to Board Policy 537 – Credit by Examination, Second Reading

9.4 Approval of Board Policy 545 – Multiple Majors, Second Reading

ACTION
10. **GENERAL**
   10.1 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 Board Liaison Committee Member Report
   11.4 Chancellor’s Report
   11.5 Reports and/or Announcements by Board Members, Student Trustee, and/or Staff on Meetings and Conferences Attended
   11.6 Comments by Members of the Audience on Any Item
   11.7 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, May 13, 2009 – Business Meeting, 5:00 Closed Session, 6:30 pm Open Session, Board Meeting Room, Hasley Hall 137, College of the Canyons **AND ADJOURNMENT**
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Board of Trustees Meeting 04/22/09

AGENDA CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Award of Contract for Emerging Technologies

Consultant – Nano & Micro Technology Consultants

BACKGROUND / ANALYSIS:
Santa Clarita Community College District has received a Department of Commerce grant totaling $1.38 million to purchase equipment for the autonomous technology program. This grant requires a 1-to-1 match from the District. Part of the required District match will come from the Chancellor’s Office Industry Driven Regional Collaborative (IDRC) Award received to develop, implement, and institutionalize a nanotechnology training program. A good portion of this grant has approval to purchase equipment for the emerging technology laboratories. The funding for the Department of Commerce grant will run through July 10, 2012. The funding for the IDRC grant will run through June 30, 2009.

The District issued a Request for Proposal to vendors to submit proposals for an Emerging Technology Consultant to carry out the main task of recommending to, and assisting Ram Marvi, Division of Math, Sciences & Engineering, in determining appropriate equipment to be purchased based on available funds. Approximately $2,000,000 in funding remains for equipment purchases for this program. Consultant services will include, but not be limited to:

- Review and assess recently procured equipment and examine capability of the recently procured equipment to fit the goals of the Emerging Technology program.
- Based above review and assessment and on input from District staff, provide a detailed list of additional program equipment and pricing, prioritizing the ordering sequence to ensure optimal interfaces.

Requests for Proposals were sent to 23 vendors on Monday, March 23, 2009. The District received two responses:

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<td>Nano &amp; Micro Technology Consultants</td>
<td>Palo Alto, CA</td>
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<td>Abbie Gregg, Inc.</td>
<td>Tempe, AZ</td>
<td>$132,000 plus travel</td>
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Approval of 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. A copy of this Agreement is available from the Business Office upon request.

FISCAL IMPLICATIONS:
This purchase will be charged 50% to the Department of Commerce grant and 50% to IDRC grant.

RECOMMENDATIONS:
Move approval of Award of Contracts for Emerging Technologies Lab Training Program Equipment.

Submitted by: Audrey Green

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

Recommended by:
Mitjl Carvalho Capet
Assistant Superintendent/VP, Instruction

FULL AGENDA BOOK - PAGE 4

3.1, Page 1
April 22, 2009
This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as “DISTRICT,” and Nano and Micro Technology Consultants, 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: **Review, evaluate and make recommendations for existing and new equipment and its integration into clean room/clean area and lab space settings for an Emerging Technology instructional program in a community college setting for hands-on training of students with the goal of job placement in Emerging Technology industries (“Program”) pursuant to Request for Proposal #SCCCD 0809-115, Exhibit A, attached hereeto and made a part hereof.** 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 April 23, 2009, and will diligently perform as required and complete performance by June 30, 2009.

3. Compensation and Invoicing. District agrees to pay for services satisfactorily rendered and accepted by District pursuant to this Agreement a total fee not to exceed Twenty-Five Thousand Dollars ($25,000.00) payable in progress payments upon the successful completion of each Milestone as described in the Request for Proposal, Exhibit A, and upon acceptance by the District as follows:

   a. **Milestone #1** Twenty-five Percent (25%) – Six Thousand Two Hundred Fifty Dollars ($6,250.00)
   b. **Milestone #2** Thirty Percent (30%) – Seven Thousand Five Hundred Dollars ($7,500)
   c. **Milestone #3** Thirty Percent (30%) – Seven Thousand Five Hundred Dollars ($7,500)
   d. **Milestone #4** Fifteen Percent (15%) – Three Thousand Seven Hundred Fifty Dollars ($3,750)

District will reimburse District-authorized travel, including air fare, car rentals, hotel, meals, parking, etc., with accompanying original receipts, not to exceed One Thousand Dollars ($1,000.00).

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 of 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 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 any acts or omissions 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 any acts or omissions 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
12. **Agreement and RFP Documents.** This Agreement, including the following the RFP Documents, all of which by reference are component parts herein, states the entire Agreement between Contractor and District. In the event of any conflict between the provisions of this Agreement and the RFP Documents, this Agreement shall govern all such other documents. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any product or service called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said document.

- Scope of Service/Specifications
- Purchase Order Terms & Conditions
- RFP Response Cover Page
- Response to Questionnaire
- Contractor Acknowledgment
- Contractor References

The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in the Agreement or in written documents incorporated herein. This Agreement may be modified, or any provisions waived, only in writing and signed by parties.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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:
21. 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.

22. 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.

23. 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.

24. 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

BY:      BY:

Signature of Authorized Representative  Signature of Authorized Representative

Print Name  Print Name
SHARLENE L. COLEAL  

Print Title  Print Title
ASST SUPERINTENDENT-VP BUS SERVICES  

Date
Board Meeting-Date of Approval/Ratification  

Social Security #  
Or Federal Tax ID #
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**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 2008-09 totaling $23,076.05 are included in the 2008-09 Adopted Budget.

**RECOMMENDATIONS:**

Move Approval of Travel Authorizations Schedule T 08/09-18.

Submitted by: Kari Soffa

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

Recommended by: Sharlene L. Coleal

Chancellor

Dr. Dianne G. Van Hook
Chancellor
## TRAVEL AUTHORIZATION SCHEDULE
### BOARD OF TRUSTEES MEETING
**April 22, 2009**

### RATIFIED TRAVEL

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## TRAVEL AUTHORIZATION SCHEDULE
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April 22, 2009

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** Grand Total **

$23,976.05

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AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Contract for Modernization Project--Rockwell Canyon Landscaping (Mariposa Landscapes, Inc.)

ACTION/CONSENT  X

BACKGROUND / ANALYSIS:
The Rockwell Canyon Landscaping Modernization Project consists of providing and installing landscaping at the University Center entrance from Rockwell Canyon Road per the landscape architect’s plans.

The District would like to enter into a contract with Mariposa Landscapes, Inc. (Irwindale, CA) in the amount of $12,890 for this project. The District used the informal bidding guidelines of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) for projects $125,000 or less in obtaining bids. Copies of the contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a GO Bond-funded modernization project, funds for which can only be used for bond-listed projects. Funds in the amount of $12,890 are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for Modernization Project—Rockwell Canyon Landscaping 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]
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Provide and Install Landscaping at University Center Drive Entrance on Rockwell Canyon Road per Proposal Dated March 25, 2009.

1. Payment. The lump sum price for the Work is Twelve Thousand Eight Hundred Ninety Dollars ($12,890).

2. Term. The term of this Agreement shall commence April 23, 2009 and shall end no later than June 30, 2009.

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

LICENSE NUMBER
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 CONTRACTOR’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 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; 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.

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: ____________________________

Initiates/Date: ____________________________
BACKGROUND / ANALYSIS:
The Modernization Project for the Stadium Scoreboard consists of purchasing a new outdoor football/track scoreboard in Cougar Stadium.

The District would like to enter into a contract with Daktronics (Modesto, CA) in the amount of $42,630 for equipment only (one 120v/Amber LED/AS-5010 Control Console and Five-Year Gold Service Plan). Copies of the contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a GO Bond-funded modernization projects, funds for which can only be used for bond-listed projects. Funds in the amount of $42,630 are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for Modernization Project – Stadium Scoreboard as noted above.
## Quote # 306640-2 Rev 1

College of the Canyons  
Chuck Lyon  
28455 Rockwell Canyon Road  
Santa Clarita, CA USA 91355  
Phone: 661-295-1212  
Fax:  
Email: chuck.lyon@canyons.edu

13/Jan/2009  
Quote valid for: 60 days  
Terms: NET 30 DAYS  
FOB: DAKTRONICS  
Delivery: ARO 10-12 Weeks

### Reference: College of the Canyons - Football Stadium

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Model</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
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<tr>
<td>1</td>
<td>FB-2023-21</td>
<td>Outdoor Football/Track Scbd; 120 V; Amber LED Digits. Price Includes AS-5010 Control Console</td>
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<td>Hard-sided carrying case for AS-3100, AS-4100, or AS-5010</td>
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<td>Radio_Transmitter</td>
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<td></td>
<td>Radio_Receiver</td>
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<td>Border Striping for FB-2023</td>
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<td>12 VDC: Trumpet Horn; Outdoor</td>
<td>12VDC Trumpet Horn for Outdoor LED Scoreboards</td>
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<td>TNMC_8x48_Amber LED (34mm)</td>
<td>8x48-34mm LED Team Name Message Center; Set of 2; Amber LED's</td>
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<td>ID_30x300_O</td>
<td>30in x 25ft non-backlit sponsor/identification panel</td>
<td>3</td>
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<td></td>
<td>DA-1205-25</td>
<td>Full Dome; 4 feet tall x 25 feet long</td>
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<tr>
<td></td>
<td>T1-215-21</td>
<td>Two digit Timer; Amber LED digits; NO HORN IS AVAILABLE FOR THIS MODEL.</td>
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<td>ONB-STATIC ID</td>
<td>Outdoor non-backlit custom sponsor panel 2' 6&quot; x 11' 6&quot;</td>
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<td>Non-Standard</td>
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<td>2</td>
<td>Taxes</td>
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<td>1</td>
<td>$2,915.14</td>
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<td>FREIGHT</td>
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| Service Plans | G5G5-64852 | 5 year GoldSM coverage FB-2023-21 Outdoor Football Display | 1 |

**TOTAL PRICE: $42,629.88**
## Options

*Please contact your sales representative for additional information*

<table>
<thead>
<tr>
<th>Product Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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<tbody>
<tr>
<td>P1G5-64652</td>
<td>1 year Platinum and 4 years GoldSM coverage FB-2023-21 Outdoor Football Display</td>
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<td>$430.00</td>
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<td>P5P5-64652</td>
<td>5 year Platinum Service Plan for FB-2023-21 Outdoor Football/Track Scbd; Amber LED Digits; HORN IS OPTIONAL w/ AS-5010</td>
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<td>$2,150.00</td>
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</table>
Exclusions:
- Electrical Installation
- Structure
- Power
- Technical Support/Installation Support
- Signal Conduit
- Applicable Permits
- Physical/Mechanical Installation
- Foundation
- Hoist
- Engineering Certification
- Labor to Pull Signal Cable

Unless expressly stated otherwise in this Quote # 306640-2 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

George Martin
PHONE: 209-522-2099
FAX: 209-522-2359
EMAIL: GMartin@daktronics.com

Terms And Conditions:
The Terms and Conditions which apply to this order available on request.
SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)
SL-10019 Standard Terms and Conditions-Parts (www.daktronics.com/terms_conditions/SL-10019.pdf)

Acceptance:
The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the “Terms and Conditions”) constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser’s acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.
Customer Signature ___________________________

Date ___________________________

Print Name ___________________________

Title ___________________________

**Purchase Order Information:**

College of the Canyons

PO# ___________________________

PO Date ___________________________

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

**Ship To:**

☐ Same as Bill to

☐ Same as Ship to

**Company**

**Contact Person**

**Address**

**City**

**State**

**Zip**

**Telephone**

**Fax**

**Email**

**Company**

**Contact Person**

**Address**

**City**

**State**

**Zip**

**Telephone**

**Fax**

**Email**

**BILL TO (if different from quoted address):**

**Company**

**Contact Person**

**Address**

**City**

**State**

**Zip**

**Telephone**

**Fax**

**Email**

*Required Information*
AGENDA CATEGORY Physical Plant, Facilities and Construction

ITEM/TITLE Approval of Contract for Telecommunications Upgrade for the Dr. Dianne G. Van Hook University Center Construction Project (Digital Telecommunications Corp.)

BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the construction of a 110,000 sq. ft. permanent University Center which will be located at the southwest portion of the campus. The Center will provide classrooms and instructional space for programs offered by our university partners, Academy of the Canyons and other users.

The District would like to enter into a contract for Telecommunications Upgrade with Digital Telecommunications Corporation (Van Nuys, CA) in the amount of $52,778.18 plus tax which includes equipment and installation. Copies of the addendum have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a joint State/GO Bond/Locally funded project. Funds for this project in the amount of $52,778.18 plus tax are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for Telecommunications Upgrade for the Dr. Dianne G. Van Hook University Center Construction Project with Digital Telecommunications Corporation 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 Digital Telecommunications Corporation ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Provide and Install Telecommunications Equipment per proposal dated March 24, 2009 for the University Center Construction Project.

1. Payment. The lump sum price for the Work is Fifty Two Thousand Seven Hundred Seventy-Eight Dollars ($52,778.18).

2. Term. The term of this Agreement shall commence April 23, 2009 and shall end no later than June 30, 2009.

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

Field Service Agreement
FULL AGENDA BOOK - PAGE 30
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 unlicensed 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 employee and 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;

(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: ________________________________

Initials/Date: ________________________________
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Board of Trustees Meeting  4/22/09

AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Notice of Completion for Modernization Project

ACTION/CONSENT X

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The following contract has been satisfactorily completed per the terms and conditions of the contract:

- Modernization Project: Replace Broken Conduit and Wiring at Football Stadium, Ventura Directional Drilling, Inc.

The Notice 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 Notice of Completion as noted above.

Submitted by:  Approval for submission to Board of Trustees:
James C. Schrage  Dr. Dianne G. Van Hook
Vice President, Facilities Planning, Chancellor
Operations and Construction

Recommended by:
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Addendum #08 to Construction Administration

ACTION/CONSENT X ACTION

Contract for the Dr. Dianne G. Van Hook University Center

INFORMATION

Construction Project (Flewelling & Moody)

DISCUSSION

BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the construction of an 110,000 sq. ft. building which will be located at the southwest portion of the campus. The Center will provide classroom and instructional space for programs offered by four-year partners at night and COC students by day.

The District entered into a contract with Flewelling & Moody for construction administration services for this project at the January 17, 2007 Board meeting. The District would like to enter into Addendum #08 to this contract in the amount of $5,000 to cover additional structural engineering services for the project. Copies of the addendum have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a joint State/GO Bond/Locally funded project. Funds for this addendum in the amount of $5,000 are included in the in the FY08/09 Tentative Budget.

RECOMMENDATIONS:
Move approval of Addendum #08 with Flewelling & Moody for the Dr. Dianne G. Van Hook University Center Construction Project.

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:
ADDENDUM #08
TO AGREEMENT FOR CONSTRUCTION ADMINISTRATIVE SERVICES
FOR THE UNIVERSITY CENTER CONSTRUCTION PROJECT

The contract dated January 19, 2007 for Construction Administration for the Dr. Dianne G. Van Hook University Center Construction Project is hereby modified by Board action April 22, 2009 by and between the Santa Clarita Community College District, a California college district (“District”) and Flewelling & Moody (“Consultant”).

The agreement is modified as follows:

Additional fee of $5,000

IN WITNESS WHEREOF, the District and Consultant have executed Addendum as of the date set forth above.

“DISTRICT”
SANTA CLARITA COMMUNITY COLLEGE DISTRICT, a California Community College District

“CONSULTANT”
FLEWELLING & MOODY

By: ____________________________ By: ___________________________
Dr. Dianne G. Van Hook Chancellor
AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Addendum #02 to Contract for Equipment

Rental for the Dr. Dianne G. Van Hook University Center

Construction Project (Andy Gump)

BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the construction of a 110,000 sq. ft. permanent University Center which will be located at the southwest portion of the campus. The Center will provide classrooms and instructional space for programs offered by our university partners, Academy of the Canyons and other users.

The District entered into a contract for Equipment Rental with Andy Gump in the amount of $20,000 which was approved at the March 12, 2008 Board Meeting. At this time, the District would like to enter into Addendum #02 for in the amount of $20,000. Copies of the addendum have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a joint State/GO Bond/Locally funded project. Funds for this addendum in the amount of $20,000 are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of Addendum #02 for Equipment Rental for the Dr. Dianne G. Van Hook University Center Construction Project with Andy Gump as noted above.

Submitted by:                Approval for submission to Board of Trustees:
James C. Schrage
Vice President, Facilities Planning, Operations and Construction

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
ADDENDUM #02
TO AGREEMENT FOR EQUIPMENT RENTAL SERVICES
FOR THE DR. DIANNE G. VAN HOOK UNIVERSITY CENTER
CONSTRUCTION PROJECT

The contract dated March 19, 2008 for Geotechnical Services for the Dr. Dianne G. Van Hook University Center Construction Project is hereby modified by Board action April 22, 2009 by and between the Santa Clarita Community College District, a California college district (“District”) and Andy Gump. (“Consultant”).

The agreement is modified as follows:

Additional fee of $20,000

IN WITNESS WHEREOF, the District and Consultant have executed Addendum as of the date set forth above.

“DISTRICT”
SANTA CLARITA COMMUNITY COLLEGE DISTRICT, a California Community College District

By: ____________________________
   Dr. Dianne G. Van Hook
   Chancellor

“CONSULTANT”
ANDY GUMP

By: ____________________________
BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the construction of a 110,000 sq. ft. permanent University Center which will be located at the southwest portion of the campus. The University Center will provide classrooms and instructional space for programs offered by our university partners, Academy of the Canyons, and other users.

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

District Change
- Contract Package #104, Waterproofing, Best Contracting Co. Change Order #02 encompasses one item and results in a contract deduction of ($38,341).
- Contract Package #115, Ceramic Tile, Granite & Natural Stone Premiere Tile & Marble Change Order #02 encompasses one item and results in a contract addition $31,734.

Hart District Changes
- Contract Package #112, Lath, Plaster, Drywall & Metal Studs, Nevell Group Inc. Change Order #02 encompasses one item and results in a contract addition of $1,340.

FISCAL IMPLICATIONS:
The Dr. Dianne G. Van Hook University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these change orders in the amount of ($5,267) are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of change orders for the Dr. Dianne G. Van Hook University Center Construction Project 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:
University Center Change Order Recap

**District Changes**

**Issue date: 4/8/09**
Contractor: Best Contracting Services
Change Order # 104-001
Item # 1 COR 104-001
Background: The third floor roof deck paving system could not be installed due to field conditions. A separate contractor will be installing a different roof paver tile in lieu of the specified paver system. This credit is for the unused paver system materials/installation. There will be a net credit to the Owner for this change in materials.
Reason for Change: Field Conditions
Requested by: Architect
Cost: $(38,341.00)

**Issue date: 4/7/09**
Contractor: Premiere Tile & Marble
Change Order # 115-002
Item # 1 COR 112-004
Background: The third floor roof deck paving system could not be installed due to field conditions. Install 12x12 terra antique tile in lieu of the specified paver system. A credit for the paver system has been provided by Best Contracting for the unused paver system. There will be a net credit to the Owner for this change in materials.
Reason for Change: Field Conditions
Requested by: Architect
Cost: $31,734.00

**Hart Changes**

**Issue date: 4/7/09**
Contractor: Nevell Group Inc.
Change Order # 112-002
Item # 1 COR 112-010
Background: Bulletin #33 added a door at room 187. The walls were already constructed when the door was added. Frame in new doorway, weld new king studs, reinstall drywall.
Reason for Change: Requested by Hart District
Cost: $1,340.00
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Notice of Completion for Flooring for the

Bonelli Hall Third Floor Remodel Project (Floor Connection,
Inc.)

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The following construction contract has been satisfactorily completed per the terms and conditions of the contract:

- Bonelli Hall Third Floor Remodel Project, Floor Connection, Inc.,

The Notice 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 Notice 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:
AGENDA
CATEGORY HUMAN RESOURCES

ITEM/TITLE Approval of Personnel Schedule PERS 2008/2009-16

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

Please see the attached.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATIONS:


Submitted by:                  Approval for submission to Board of Trustees:
Diane M. Fiero                 Dr. Dianne G. Van Hook

Recommended by:

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

1. **End of Service**
   Thomas Lawrence, Physics Professor, retirement effective June 6, 2009.

2. **Employment – Regular**
   No business.

3. **Employment, Temporary Hourly as Needed**
   There is no business for this section at this time. Additional names for part-time instructors may be submitted at the time of the meeting.

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

5. **Authorization to Employ – Other**

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.
   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**
   
   No business.

3. **Employment – Adult Hourly**
   
   There is no business for this section at this time. Additional names for Adult Hourlies may be submitted at the time of the meeting.

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 Contract or Payment for Services Rendered:
No business.

f. Information:
No business.

g. Volunteers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Office</th>
</tr>
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<tbody>
<tr>
<td>Murphy, Ursula</td>
<td>Performing Arts Center</td>
</tr>
<tr>
<td>Stroud, Mary Elizabeth</td>
<td>Performing Arts Center</td>
</tr>
<tr>
<td>Tantlinger, Helen</td>
<td>Performing Arts Center</td>
</tr>
</tbody>
</table>

Additional names may be presented to the Board.

h. Other:
Josue Sandoval, Groundskeeper, temporary out of class assignment, from Classified Represented Salary Schedule B Range 15 Step 4 ($3,465 per month) to Classified Represented Salary Schedule B Range 18 Step 4 ($3,700 per month) effective February 23, 2009 through February 27, 2009.

Sheri Arnold, management initiated reclassification from Employee Training Institute (ETI) Specialist I to Program Technician II - Employee Training Institute (ETI). From Classified Represented Salary Schedule B, Range 16, Step 3 ($3,364.00 per month) to Classified Represented Salary Schedule B, Range 24, Step 2 ($3,721.00 per month), effective July 1, 2008.

Tracy Hurley, management initiated reclassification from Center for Applied Competitive Technologies (CACT) Specialist I (50%) to Program Technician II - Center for Applied Competitive Technologies (CACT) (50%). From Classified Represented Salary Schedule B, Range 16, Step 7 ($2,038.00 per month as pro-rated for 50% position) to Classified Represented Salary Schedule B, Range 24, Step 5 ($2,177.50 per month as pro-rated for 50% position), effective July 1, 2008.

Administrative Responsibility
BS Business Services
IS Instructional Services
PP Plant and Property
SS Student Services
O Other
C. MANAGEMENT

1. End of Service
   No business.

2. Employment – Regular
   No business.

3. Employment – Hourly
   No business.

4. Authorization to Employ – Full-Time
   Job Developer, new district funded position.

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

6. Other
   Susan Crowther, Mesa Director, payment for additional services rendered as the Facilitator Development Workshop/Teaching Skills Workshop Facilitator, on January 12, 2009 and January 16-21, 2009, in the sum of $3,500.46.

   James Glapa-Grossklag, Dean, Distance Learning Programs and Training, payment for additional services rendered as the ATW – Associate Program Facilitator, on February 28, 2009, in the sum of $667.00.

   Michael Wilding, Assistant Superintendent/Vice President, Student Services, additional district cell phone allowance and/or equipment reimbursement for Campus Safety.

Administrative Responsibility

| BS | Business Services |
| IS | Instructional Services |
| PP | Plant and Property |
| SS | Student Services |
| O  | Other |
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District’s Computer Support Services Department is contracting with Blackboard Incorporated for their Blackboard Learning System instructional software. Blackboard’s Course Management System has been used by the District for several years to support both our online and hybrid course offerings over the Internet. Our relationship began through the Chancellor’s office California Virtual Campus (CVC) project and was picked up by the Foundation for California Community Colleges (FCCC). In 2006, due to the increasing demand for online courses, the District decided to host the program locally through the Computer Support Services Department.

The current contract for Blackboard’s “Learning System”, which includes an unlimited student capacity, is set to expire June 30, 2009. The new contract, which would take effect on July 1, 2009, is for a three year term and locks in a modest annual increase of roughly 3% in year one, 4.97% in year two and 7% in year 3.

The contract approval in the amount of $185,300 represents a total increase of approximately 12.26% from our previous contract. This increase reflects an increase in the amount of use of the system as well as an overall contractual increase. The contract period is July 1, 2009 through June 30, 2012. The payment schedule is as follows:

- July 1, 2009 $58,400
- July 1, 2010 $61,300
- July 1, 2011 $65,600

Copies of the agreement are available from the office of Institutional Development and Technology upon request.

FISCAL IMPLICATIONS:
The cost for the license agreement is $58,400 for 2009/10.

RECOMMENDATIONS:
Move approval of the Agreement between Santa Clarita Community College District and Blackboard, Inc.

Submitted by: James Temple

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
ADDENDUM TO THE LICENSE AND SERVICES AGREEMENT SOFTWARE SCHEDULE(S) BETWEEN BLACKBOARD AND College of the Canyons ("CUSTOMER")

This Addendum between Blackboard ("Blackboard") and Customer is effective as of July 1, 2009 pursuant to the License and Services Agreement Software Schedule(s) entered into between the parties on March 28, 2006 (the "Schedules").

Whereas Blackboard desires to offer to Customer the option to lock in Software pricing for a period of up to three (3) years at an annual increase of no more than seven (7%) percent per year effective for Renewal Terms beginning in July 2009 through June 2012, and;

Whereas Customer desires to lock in Software pricing for a period of up to three (3) years at an annual increase of no more than seven (7%) percent per year effective for Renewal Terms beginning in July 2009 through June 2012;

The parties hereby agree to the following;

Customer licenses from Blackboard the following Software product(s) on an annual basis:

Blackboard Learning System™

1. Blackboard and Customer agree that provided Customer commits to three additional Renewal Terms, annual fees for the licensed Software indicated above will not increase by more than seven (7%) annually for a period not to exceed three years as indicated in the table below.

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Blackboard Learning System™ Annual License</td>
<td>$58,400(^1)</td>
<td>$61,300</td>
<td>$65,600</td>
</tr>
</tbody>
</table>

\(^1\)Unless otherwise indicated in Customer’s Software Schedule(s), payment of annual license fees shall be due and payable Net 30 from the start of each term.

2. It is understood and agreed by the Parties that the three year pricing visibility is contingent upon Customer’s commitment to the three Renewal Terms outlined above.

3. Thereafter, Customer’s pricing shall be pursuant to Blackboard’s then current annual pricing.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written below.

BLACKBOARD

__________________________________________  ______________________________________________
Signature         Signature

Tess Frazier – Vice President

______________________________  ________________________________
Print Name and Title       Print Name and Title

Date:         Date:

\(^1\) Based on Customer’s FTE of 8-15K
### Agenda

**Category:** POLICIES and PROCEDURES  
**Item/Title:** Approval of Modifications to Board Policy 532 – Student Grievance, Second Reading  

**Background / Analysis:**

Modifications to Board Policy 532 – Student Grievance were approved by the Board on March 25, 2009 (first reading). At that meeting, the Board of Trustees made no additional suggestions or changes to the Policy. The modified policy has been endorsed by the Academic Senate, the ASG and the College Policy Council, and is presented to the Board for a second reading.

**Fiscal Implications:**

None.

**Recommendations:**

Move approval of the modifications to Board Policy 532 – Student Grievance, Second Reading.

Submitted by: Michael Wilding  

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

Chancellor

Recommended by: Michael Wilding  

Asst. Superintendent/VP, Student Services
BP 532 Student Grievance

Introduction:

The purpose of this policy is to provide a prompt and equitable means for resolving student(s) grievances. In the pursuit of academic goals, the student should be free of unfair or improper action by any member of the academic community. The grievance procedure may be initiated by one or more students who reasonably believe he/she/they have been subject to unjust action or denied rights involving their status or privileges as students. It is the responsibility of the student(s) to submit proof of alleged unfair or improper action.

I. Definitions:

1. Grievant – (A) an individual who is enrolled in or registered with an academic program of the College; and/or has completed the immediately preceding term and is eligible for re-enrollment, including the recess periods between academic terms; (B) a person no longer enrolled at the college where there is a grievable issue; (C) an individual who has submitted an application, however is not enrolled or registered with an academic program. Grievances by applicants shall be limited to a complaint regarding denial of admission.

2. Days - shall mean days when the college is in session, excluding Saturdays, Sundays, holidays, spring break, winter break, and summer and winter session days.

3. Respondent – Any person claimed by a grievant to be responsible for the alleged grievance.

4. Grievance Officer – For the purposes of this policy the Dean of Students, or the CSSO shall serve as Grievance Officers.

5. Standard of Evidence - Should a grievance involve a formal hearing the standard of proof in effect will be that of a “preponderance of evidence.” Evidence may be received of the sort upon which responsible persons are accustomed to rely in the conduct of serious affairs, and is not restricted to evidence admissible under the strict rules of evidence of a court of law.

6. Burden of Proof - It is the responsibility of the grievant(s) to submit proof of alleged unfair or improper action.

This Policy Does Not Apply to the Following:

1. Challenge process for prerequisites, co-requisites, advisories and limitations on enrollment.

2. Grievances pertaining to grades.

3. Alleged violations of sexual harassment, actions dealing with alleged discrimination on the basis of ethnic group identification, religion, age, sex, color, sexual orientation, physical or mental disability.

4. An appeal for residency determination.

5. Eligibility, disqualification or reinstatement of financial aid.
6. Student Discipline

7. Citations (for parking or other infractions)

8. Freedom of the Press

9. Employee Discipline

10. Challenges of established District policies, e.g. Board Rules and Administrative Regulations.

11. Financial claims against the District.

II. Time Limits:

1. The statute of limitations period for requesting a grievance hearing under this policy is one hundred twenty (120) calendar days after the occurrence of the incident giving rise to the grievance; or one hundred twenty (120) calendar days after the student learns, or should have learned, that the student has a basis for filing a grievance.

2. Pursuing an informal remedy for a grievance does not relieve the grievant of the responsibility of requesting a grievance hearing within one hundred twenty (120) calendar days of the incident giving rise to the grievance.

3. Appeal of the time limits, based upon documented extenuating circumstances, as defined in Board Policy, must be made to the Grievance Officer.

III. Informal Resolution

Each grievant shall make a reasonable effort to resolve the matter on an informal basis prior to requesting a grievance hearing, and shall attempt to solve the problem with the person(s) with whom the grievant has the grievance, or that person’s immediate supervisor if there is no reasonable opportunity to solve the problem with the individual(s) directly involved.

1. Specifically, the grievant(s) may should, if appropriate, schedule a meeting about the issue(s) with the person with whom the grievant(s) has the grievance, and if necessary, schedule a meeting with the person's immediate supervisor and/or schedule a meeting with the appropriate college administrator. An “informal” discussion after class, or a chance meeting regarding the issue, does not constitute completion of step 1 of the informal process.

2. If the matter is not resolved at step “1” above, the grievant will contact the College grievance officer for assistance. The grievant shall provide the grievance officer with a written statement of grievance and may provide any other information and documentation in support of the grievance. The statement of grievance shall specify the time, place, nature of the complaint, and the remedy or corrective action requested. If a grievant believes that a specific District policy has been violated, the grievant should specify the policy or policies alleged to have been violated. The grievance officer shall inform the grievant of their rights and responsibilities under this policy.
3. The grievance officer will provide a copy of the statement of grievance to the respondent within ten (10) days of receipt of the grievance, or as soon thereafter as practicable.

4. The grievance officer shall gather, copy and review pertinent information, records and documentation and communicate with all parties, and attempt to mediate an informal resolution.

IV. Formal Resolution

If there is no informal resolution of the grievance, the grievant has a right to request a grievance hearing. This request must occur no later than one-hundred twenty (120) calendar days after the alleged incident.

A. Meeting of the Grievance Hearing Committee

1. Within fifteen (15) days following receipt of the request for a grievance hearing, or as soon thereafter as practicable, a Grievance Hearing Committee shall meet and decide if a grievance hearing will be held. The committee shall consider whether the grievant has met the following requirements:
   a. The request contains allegations, which, if true, would constitute a grievance under this policy;
   b. The grievant is a student, applicant or former student as defined by this policy.
   c. The grievant has met the requirements of the grievance policy with respect to timeliness
   d. The grievant has attempted to solve the matter informally;
   e. The grievant (s) is personally and directly affected by the alleged grievance;
   f. The remedy requested by the grievant is appropriate for the act that is alleged and is not frivolous; clearly without foundation, or clearly filed for the purposes of harassment.
   g. The grievant has cooperated in the processing of the grievance.

2. If the above conditions are satisfied, the committee chairperson shall notify the grievance officer in writing, within five (5) days, that a grievance hearing will be held.

3. If the grievance does not meet each of the requirements, the hearing committee chair shall notify the grievant in writing of the rejection of the request for a grievance hearing, together with the specific reasons for the rejection and the procedures for appeal. This notice will be provided within five (5) days of the date the decision is made by the grievance hearing committee. The grievant may appeal this decision per Appeal , Part 1 of this policy.

B. Composition of the Grievance Hearing Committee

1. The grievance hearing committee shall be made up of five members of the campus community. Two members shall be faculty members appointed by the Academic Senate
President. Two members shall be students appointed by the Associated Student Government President. One member shall be a classified staff member appointed by the President of the Classified Senate. One of the Faculty members shall serve as chair. Alternates will be appointed as necessary. Three members of the above committee shall constitute a quorum. All members are entitled to vote on matters related to the grievance.

2. No person shall serve as a member of the hearing committee if that person has been personally involved in any matter giving rise to the grievance, has made any public statement on the matters at issue, or could otherwise not act in a fair manner. The grievant(s) or respondent(s) may challenge for cause any member of the hearing committee prior to the beginning of the hearing by addressing a challenge, in writing, to the CEO who shall determine whether cause for disqualification has been shown. If the CEO feels that sufficient grounds for removal of a member of the grievance committee has been presented, the CEO shall remove the challenged member or members and ask that the appropriate person name a replacement.

C. Formal Hearing Procedure

1. The grievance officer will ensure that relevant information and documentation is made available at the hearing. Information requested will be provided in such a way that it does not violate the privacy rights of others.

2. The decision of the grievance hearing committee chair shall be final on all matters relating to the conduct of the hearing unless there is a vote of a majority of the other members of the panel to the contrary.

3. The grievant may obtain the assistance of a person of his or her choice (at his or her own expense), except the grievant may not be represented by legal counsel.

4. The Respondent may represent himself or herself; or the Respondent may obtain the assistance of a person of his or her choice, except the Respondent may not be represented by legal counsel.

5. Each party to the grievance may call witnesses and introduce oral and written testimony relevant to the issues of the matter.

6. Formal rules of evidence shall not apply. Any relevant evidence shall be admitted.

7. Unless the grievance hearing committee determines to proceed otherwise, each party to the grievance shall be permitted to make an opening statement. Thereafter, the grievant or grievants shall make the first presentation, followed by the respondent or respondents. The grievant(s) may present rebuttal evidence after the respondent(s)’ evidence. The burden shall be on the grievant or grievants to prove by substantial evidence that the facts alleged are true and that a grievance has been established as specified above.

8. Hearings shall be closed and confidential unless all parties request that it be open to the public. Any such request must be made no less than 10 days prior to the date of the hearing.

9. In a closed hearing, witnesses shall not be present at the hearing when not testifying, unless all parties and the committee agree to the contrary.

10. The hearing shall be recorded by the grievance officer either by tape recording or stenographic recording, and shall be the only recording made. No witness who refuses to be recorded may be permitted to give testimony. In the event the recording is by tape
recording, the grievance hearing committee chair shall, at the beginning of the hearing, ask each person present to identify themselves by name, and thereafter shall ask witnesses to identify themselves by name. The tape recording shall remain in the custody of the District, either at the college or the District office, at all times, unless released to a professional transcribing service. Any party may request a copy of the tape recording.

11. When the presentation of evidence is concluded, the hearing committee’s deliberations shall be confidential and closed to all parties. The hearing committee’s deliberations shall not be tape-recorded. Only those committee members present throughout the hearing may vote on the recommendations of the grievance hearing committee.

D. Findings of the Grievance Hearing Committee

1. Within twenty (20) days following the close of the hearing, the grievance hearing committee shall prepare and send a written decision to the grievant(s), respondent, and grievance officer.

2. The decision shall include specific factual findings regarding the grievance, and shall include specific conclusions regarding whether a grievance has been established as defined above.

3. The decision shall also include a specific recommendation regarding the relief to be afforded the grievant, if any.

4. The decision shall be based only on the record of the hearing, and not on matters outside of that record.

5. The record will consist of the original grievance, any written response, and the oral and written evidence produced at the hearing.

V. Appeal

Part 1.

1. Any appeal relating to a grievance hearing committee decision that the statement of grievance does not present a grievance as defined in these procedures shall be made in writing to the CEO within ten (10) days of that decision.

2. The CEO shall review the statement of grievance and request for grievance Hearing in accordance with the requirements for a grievance provided in these procedures, but shall not consider any other matters. The CEO’s decision whether or not to grant a grievance hearing shall be final and not subject to further appeal.

Part 2.

1. Any appeal related to the findings of the grievance hearing committee following a formal hearing shall be made, in writing, to the CEO within ten (10) days of that decision.

2. The CEO shall review the record of the hearing and the documents submitted in connection with the appeal, but shall not consider any matters outside of the record. Following the review of the record and appeal statements, the CEO shall make a written recommendation regarding the outcome of the appeal.

3. The CEO may decide to sustain, reverse or modify the decision of the grievance hearing committee. The CEO’s decision shall include a statement of reasons for the decision. The CEO’s decision shall be final.
The decision on appeal shall be reached within five days after receipt of the appeal documents. Copies of the CEO’s appeal decision shall be sent to the grievant, respondent, and the grievance.

Approved 04/22/09
AGENDA CATEGORY: POLICIES and PROCEDURES

ITEM/TITLE: Approval of Modification to Board Policy 533 – Student Grades or Grading Review, Second Reading

ACTION

BACKGROUND / ANALYSIS:
Modifications to Board Policy 533 – Student Grades or Grading Review Policy were approved by the Board on March 25, 2009 (first reading). No additional changes were suggested by the Board at that meeting. The modified policy has been endorsed by the Academic Senate, the ASG and the College Policy Council and is now being presented to the Board for a second reading.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of the modifications to Board Policy 533 – Student Grades or Grading Review, Second Reading.

Submitted by: Michael Wilding

Recommended by: Michael Wilding
Asst. Superintendent/VP, Student Services

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
BP 533  STUDENT GRADES OR GRADING REVIEW POLICY

533.1 Introduction
California Education Code Section 76224, quoted below, states the conditions upon which grades or grading may be questioned.

“When grades are given for any courses of instruction taught in a community college district, the grade given to each student shall be the grade determined by the instructor of the course and the determination of the student’s grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.”

Students may ask that final course grades be reviewed under the guidelines stated in this policy.

533.2 Conditions under which final grades may be reviewed

A. The course grade to be reviewed must be an evaluative grade as defined in Santa Clarita Community College District Policy 508.

B. Final grade review must be requested by the student in writing, using the appropriate College form, within 180 calendar days from the posting of the final grade.

   1. Students may petition to the Chief Student Services Officer for an extension of this time limit. Petitions must be based on extenuating circumstances as denied in Education Code.

C. Grades may only be reviewed within the following context:

   1. Mistake - defined as, but not limited to, clerical errors and errors made by an instructor in calculating a student’s grade. Additionally, mistakes may occur when physically assigning grades or when grades are scanned into the computer system.

   2. Bad Faith - defined for the purpose of this policy as disregarding or changing the basis of assigning grades after publication in the course syllabus or using a system of grading other than that found in the syllabus without prior notification to the students.

   3. Fraud - for the purpose of this policy may exist when a grade is based upon some sort of dishonest activity, for example, selling grades or asking students to perform non-relevant activity in exchange for grades.

   4. Incompetency - defined for the purpose of this policy as, but not limited to, an instructor who is not able to judge a student's performance in the class. A student may claim incompetency when he or she feels the instructor has an impaired ability (due to accident or illness) to adequately judge the student's performance.

D. Students possess evidence that the final grade was determined based upon one of the criteria in 533.2.C above.
533.3 Review Procedure

533.3.A Step I

A student who believes the final grade received was due to mistake, fraud, bad faith, or incompetency shall meet with the faculty member in an attempt to resolve his/her concern.

533.3.B Step II Hearing

In the event Step I fails to resolve the concern, the student shall meet with the faculty member, the appropriate division dean, and/or the department chair (as determined by the division dean).

1. During this meeting the student must produce a preponderance of evidence that the final grade was determined based upon one of the criteria in 533.2 above.

2. Student may be accompanied by representation at the student's expense.

3. The division dean shall produce a written decision on the matter within fourteen (14) calendar days. Copies of the decision will be forwarded to the student and the faculty member in question.

533.3.C Step III Appeal

In the event Step II fails to resolve the concern, the matter may be appealed to the Grade Review Committee (GRC).

1. The GRC shall be comprised of the following:
   a. The chief student services officer, or designee, who shall serve as chair,
   b. The chief instructional officer or designee,
   c. The Associated Student Government President or designee,
   d. Two faculty members (not associated with the matter) appointed by the Academic Senate President.

2. The GRC may do the following:
   a. Hear testimony relevant to the matter,
   b. Review the findings of the division dean,
   c. Review course work and other relevant materials, and
   d. Conduct its own review.

3. The GRC will render a written opinion on the matter within fourteen (14) calendar days of concluding its process. Copies of the opinion will be forwarded to the student and the faculty member in question.

4. The decision of the GRC to not change the grade will be final.
In the event the GRC recommends a change of grade, and the faculty member disagrees, the decision will be forwarded to the Board of Trustees for reviews and disposition.

Approved 04/22/09
AGENDA
CATEGORY    POLICIES and PROCEDURES

ITEM/TITLE Approval of Modification to Board Policy 537 – Credit by Examination, Second Reading

ACTION/CONSENT  
ACTION  X
INFORMATION  
DISCUSSION  

BACKGROUND / ANALYSIS:

Modifications to Board Policy 537 – Credit By Examination were approved by the Board on March 25, 2009 (first reading). No further changes were suggested by the Board of Trustees at that meeting. The modified policy has been endorsed by the Academic Senate, the ASG and the College Policy Council, and is being presented to the Board for a second reading.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of the modifications to Board Policy 537 – Credit by Examination, Second Reading.

Submitted by:  
Michael Wilding

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Michael Wilding
Asst. Superintendent/VP, Student Services
BP 537 Credit by Examination

537.1 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.

537.2 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.

537.3 Students must obtain permission from the lead instructor of the department from which the course if 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.

537.4 Requirements for Credit by Examination:

a. Students wishing to receive credit by examination must be a student in good academic standing at College of the Canyons and be currently enrolled in a minimum of six units.

b. Petitions for credit by examination in approved courses must be submitted by the eighth week of the semester. 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. Incompletes, withdrawals, or pass/no-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 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.

Approved 04/22/09
### AGENDA

**CATEGORY** POLICIES and PROCEDURES

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Board Policy 545 – Multiple Majors, Second Reading</th>
</tr>
</thead>
</table>

**ACTION**

- [X] ACTION

**INFORMATION**

- [ ] INFORMATION

**DISCUSSION**

- [ ] DISCUSSION

### BACKGROUND / ANALYSIS:

Board Policy 545 – Multiple Majors was approved by the Board on March 25, 2009 (first reading). No additional changes were suggested by the Board at that time. Consequently, this policy is now being presented for second reading. The policy has been endorsed by the Academic Senate, the ASG and the College Policy Council.

### FISCAL IMPLICATIONS:

None.

### RECOMMENDATIONS:

Move approval of Board Policy 545 – Multiple Majors, Second Reading.

**Submitted by:**

Michael Wilding

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

Dr. Dianne G. Van Hook  
Chancellor

**Recommended by:**

Michael Wilding  
Assistant Superintendent/VP, Student Services
BP 545 Multiple Majors

545.1 Definition:

Multiple majors are acceptable and occur when a student works simultaneously toward the completion of more than one major field of study. The Liberal Arts and Sciences majors (as well as the former Transfer Studies and General Arts and Sciences majors) cannot be included as part of the multiple major.

545.2 Major Requirements:

Completion of the major field of study does not change if a student has declared multiple majors. Students must complete a minimum of 18 unduplicated semester units in each additional major.

545.3 Degree Requirements:

An Associate in Science or Associate in Arts degree with a multiple major can be earned by completion of all general education requirements plus the courses required for the majors as outlined in the College catalog under Associate Degree Programs.

545.4 Diploma:

For those students electing to graduate with multiple majors, a single diploma is issued with both majors listed. For those students electing to graduate with multiple majors of which one major is in the Associate in Arts degree program and one major is in the Associate in Science degree program, two diplomas will be issued.

Approved 04/22/09
### AGENDA

**CATEGORY**  GENERAL

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

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<thead>
<tr>
<th>ACTION/CONSENT</th>
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<th>DISCUSSION</th>
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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: