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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

BUSINESS MEETING and TENTATIVE BUDGET WORKSHOP

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

4:30 p.m.
WEDNESDAY, JUNE 22, 2011

The meeting will begin at 4:30 p.m. with Closed Session (HSLH-136)
Open Session will begin at 6:00 p.m. – HSLH-137 (public welcome).

1. PRELIMINARY FUNCTIONS
   1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items
   1.2 CLOSED SESSION (HSLH-136)
      1.2a Conference with Labor Negotiator (pursuant to Government Code §54957.6)
      Santa Clarita Community College District Representative: Dr. Michael Wilding
      College of the Canyons Faculty Association (COCFA)
      1.2b Conference with Labor Negotiator (pursuant to Government Code §54957.6)
      Santa Clarita Community College District Representative: Dr. Michael Wilding
      Part Time Faculty United-AFT Local 6262
      1.2c Conference with Labor Negotiator (pursuant to Government Code §54957.6)
      Santa Clarita Community College District Representative: Mr. Jim Schrage
      California Schools Employee Association (CSEA)
   1.3 Flag Salute
   1.4 Approval of Agenda ACTION
   1.5 Welcome to Guests/Recognition of Staff Representative(s)
      It is the desire of the Board to afford members of the audience an opportunity to speak to any item ON THE AGENDA. Audience members may address the Board of Trustees at this time. When acknowledged by the President of the Board, the speaker should state name, affiliation (if any) and the item on the agenda to be addressed. (Audience members may also request to speak to an agenda item being considered by the Board during the course of the meeting through recognition by the President of the Board.)
   1.6 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 Contracts for Emerging Technologies Lab Training Program Equipment (Welding)
   5.1 Approval of Travel Authorizations Schedule T 10/11-19
   5.2 Approval/Ratification of Interfund Transfers
   5.3 Approval of Contract with Los Angeles County Office of Education for PeopleSoft Financial System, Fiscal Year 2011-2012
   5.4 Approval of Contract with Los Angeles County Office of Education for Network Services and Support
   5.5 Approval of Resolution No. 2010/11-18: Certification of Signatures (District)
   6.1 Approval of Notice of Completion for the Applied Technology Center Construction Project
   6.2 Approval of Addendum #01 for the Del Valle Regional Training Center for DSA Inspection Services (Frederick Little)
   6.3 Approval of Addendum #01 for Flooring for the Applied Technology Education Center at the Canyon Country Campus (Stonhard)
   6.4 Approval of Contract for Water Treatment Services for the Central Plants at the Valencia Campus (Shepard Bros., Inc.)
   7.1 Approval of Personnel Schedule PERS 2010/2011-19
   7.2 Approval of Classified Administrator Employment Contract for Director, Employee Training Institute (ETI)
   7.3 Approval of Classified Administrator Employment Contract for Site Supervisor, Center for Early Childhood Education (Canyon Country Campus)
   7.4 Approval of Classified Administrator Employment Contract for Facilities Manager

3. **INSTRUCTIONAL SERVICES**

   3.2 Approval of Extension of Instructional Services Agreement (Amendment #01) Regarding Educational Courses Between Los Angeles County Fire Protection District and the Santa Clarita Community College District
   3.3 Approval of Master Agreement Between Santa Clarita Community College District and Pharmavite (CACT/ETI)
   3.4 Approval of Santa Clarita Community College District and College of the Canyons Foundation Grant Agreement for a Think Tank and Fellowship with the Simms-Mann Family Foundation

4. **STUDENT SERVICES**

   None.

5. **BUSINESS SERVICES**

   5.6 Presentation and Adoption of the Santa Clarita Community College District’s 2011-12 Tentative Budget

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

   6.5 Approval of Contract for HVAC Systems Cleaning, Valencia Campus (CPV Indoor Environmental Services)
   6.6 Approval of Contract for Variable Frequency Drive (VFD) Replacement, Valencia Campus (Southland Industries)

7. **HUMAN RESOURCES**

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

   None.

9. **POLICIES AND PROCEDURES**

   9.1 Approval of Board Policy 5800 – Prevention of Identity Theft in Student Financial Transactions, First Reading

10. **GENERAL**

    10.1 Approval of Appointment of a Representative from the Santa Clarita Community College District Board of Trustees to the COC Foundation Board of Directors

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

11. **REPORTS**

    11.1 Academic Senate Report
    11.2 Classified Senate Report
    11.3 Other Organization/Committee Reports
    11.4 Board Liaison Committee Member Report
    11.5 Chancellor’s Report
    11.6 Reports and/or Announcements by Board Members, Student Trustee, and/or Staff on Meetings and Conferences Attended
    11.7 Comments by Members of the Audience on Any Item
    11.8 New Requests/Recap of Requests Made During the Meeting by Board Members to Have an Item Placed On A Future Agenda

12. **ANNOUNCEMENT OF NEXT BUSINESS MEETING**

    Wednesday, July 13, 2011, Business Meeting – 4:30pm Closed Session, 6:00 pm Open Session, Hasley Hall 137 (HSLH-137)

    **AND ADJOURNMENT**

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*If you need a disability-related modification or accommodation (including auxiliary aids or services) to participate in the public meeting, or if you need an agenda in an alternate form, please contact the Chancellor’s Office at College of the Canyons at least 24 hours before the scheduled meeting.*
### AGENDA

**CATEGORY**  INSTRUCTIONAL SERVICES

**ITEM/TITLE**  Approval of Award of Contracts for Emerging Technologies Lab Training Program Equipment (Welding)  

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

### BACKGROUND / ANALYSIS:

Santa Clarita Community College District has received a Department of Commerce (DOC) grant totaling $1.38 million to purchase equipment for the Emerging Technology Laboratory Training Program. This grant requires a 1-to-1 match from the District. A good portion of this grant has approval to purchase equipment for the emerging technology laboratories. This equipment will be used for instruction for the District’s emerging technologies students, integrated into existing curriculum laboratory components, and for outreach to the local area high schools.

The funding for the Department of Commerce grant will run through July 10, 2012.

The District provided the opportunity to vendors to submit bids for the equipment. The bid was advertised in the Signal on May 6 and May 13, 2011, the Los Angeles Times on May 16, 2011, and Thefabricator.com from May 11 through June 6, 2011, and the requests for bid were sent to six (6) vendors. Results are shown on the following page.

Prior to submitting for approval, Business Services will have deemed the bidder both responsive (meeting all the requirements of the bid document) and competitive (with regard to maximum benefits to the District). If awarded the bid, the lowest responsive bidder will enter into an Agreement, included as part of the bid requirements.

Approval of these bid proposals 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.

(Continued)

### FISCAL IMPLICATIONS:

This purchase will be charged 50% to the Department of Commerce grant and 50% in Measure M funds.

### RECOMMENDATIONS:

Move approval of Award of Contracts for Emerging Technologies Lab Training Program Equipment (Welding).

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**Submitted by:**  Omar Torres  
Dean of Math/Sciences/Engineering

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

**Recommended by:**  Dr. Floyd Möos  
Interim Asst Superintendent/VP, Instruction
Background/Analysis (cont'd):

The formal bid opening was held June 7, 2011, and the results are as follows:

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<th>Amount (includes sales tax)</th>
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<tr>
<td><strong>BID SCCCD #1011-156: WELDING ROBOTIC EDUCATIONAL CELLS – Quantity (2)</strong></td>
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<td>Airgas West, Inc.</td>
<td>Lakewood, CA</td>
<td>$122,473.09 (Award)</td>
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<td>Cameron Welding</td>
<td>Stanton, CA</td>
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<td>LaserStar Technologies Corp.</td>
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<td><strong>BID SCCCD #1011-158: MOTION DEVICE X/Y TABLE WELDING SYSTEMS - Quantity (4)</strong></td>
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<td>$66,450.95 (Award)</td>
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<td><strong>BID SCCCD #1011-159: FUME EXTRACTOR SYSTEM – Quantity (1)</strong></td>
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AGENDA CATEGORY  BUSINESS SERVICES

ITEM/TITLE  Approval of Travel Authorizations Schedule T 10/11-19

ACTION/CONSENT  X

ACTION

INFORMATION

DISCUSSION

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.

- Travel funded by grant/categorical money equates to $1,738.14 or 41.49%
- Travel funded by resources held in special funds equates to $474.12 or 11.32%
- Travel funded by the District’s General Fund equates to $1,977.26 or 47.19%

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

FISCAL IMPLICATIONS:
Travel expenditure requests for fiscal year 2010-11 totaling $4,189.52 are included in the 2010-11 Current Budget.

RECOMMENDATIONS:
Move Approval of Travel Authorizations Schedule T 10/11-19.

Submitted by:       Approval for submission to Board of Trustees:
Kari Soffa  Dr. Dianne G. Van Hook

Chancellor

Recommended by:
Sharlene L. Coleal
## TRAVEL AUTHORIZATION SCHEDULE
### BOARD OF TRUSTEES MEETING
**June 22, 2011**

### RATIFIED TRAVEL

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<th>Trans</th>
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<th>Meals</th>
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<td>1</td>
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<td>45.00</td>
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### MILEAGE

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<td>Be Fhan***</td>
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## TRAVEL AUTHORIZATION SCHEDULE
### BOARD OF TRUSTEES MEETING
### June 22, 2011

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### GRAND TOTAL

$4,189.52

### Administrative Oversight Codes

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AGENDA
CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval/Ratification of Interfund Transfers

ACTION/CONSENT

BACKGROUND / ANALYSIS:
Interfund transfers for fiscal years 2010-2011 and 2011-2012 are being submitted for Board review and approval/ratification. The interfund transfer schedule includes the general ledger accounts affected, the transfer amounts, and the reasons for the transfers.

These transactions are included in the fiscal year 2010-2011 Current Budget or the 2011-12 Tentative Budget. A copy of the interfund transfer schedule is available from the Business Services Department upon request. Los Angeles County Office of Education requires that all interfund transfers be Board approved/ratified.

FISCAL IMPLICATIONS:
These transactions will create cash entries that correspond with the transfer-in revenues and transfer-out expenses outlined in the 2010-11 Current Budget and the 2011-12 Tentative Budget.

RECOMMENDATIONS:
Move Approval/Ratification of Interfund Transfers.

Submitted by: Cindy Grandgeorge

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Sharlene L. Coleal
<table>
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<tr>
<th>Account Number</th>
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**District Transfers for Fiscal Year 2011-2012**

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<td>12-97320-00-684090-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>7,630</td>
<td>7,630</td>
<td>Indirect Support for District - Economic Workforce Development Center Grant</td>
</tr>
<tr>
<td>11-48982-00-684090-2000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-97320-00-684092-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>8,508</td>
<td>8,508</td>
<td>Indirect Support for District - EWD Job Development Grant</td>
</tr>
<tr>
<td>11-48982-00-684092-2000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-97320-00-684093-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>6,263</td>
<td>6,263</td>
<td>Indirect Support for District - JDIF Manufacturing/CACT Grant</td>
</tr>
<tr>
<td>11-48982-00-684093-2000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-97320-00-685000-8000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>8,558</td>
<td>8,558</td>
<td>Indirect Support for District - University Center Congressional Award</td>
</tr>
<tr>
<td>11-48982-00-685000-8000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-97320-00-685010-8000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>5,414</td>
<td>5,414</td>
<td>Indirect Support for District - University Center Congressional Sub Award</td>
</tr>
<tr>
<td>11-48982-00-685010-8000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-97310-00-695000-3000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>695,864</td>
<td>695,864</td>
<td>Transfer from Parking Fund to pay debt service on 2006 Certificates of Participation</td>
</tr>
<tr>
<td>29-48982-00-695000-0000</td>
<td>Transfer In - Debt Service Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-97320-00-696006-3000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>2,433</td>
<td>2,433</td>
<td>Indirect Support for District - Service Learning Science Kits Grant</td>
</tr>
</tbody>
</table>
### Santa Clarita Community College District

**Transfers Between Funds**

6/22/2011 Business Meeting

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>From Amount</th>
<th>To Amount</th>
<th>Reference and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-97320-00-696070-3000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>2,723</td>
<td>2,723</td>
<td>Indirect Support for District - Student Poll Workers Grant</td>
</tr>
<tr>
<td>11-48982-00-696070-3000</td>
<td>Transfer In - General Fund</td>
<td>1,942</td>
<td>1,942</td>
<td>Indirect Support for District - Mesa Grant</td>
</tr>
<tr>
<td>12-97320-00-696500-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>282</td>
<td>282</td>
<td>Indirect Support for District - Mesa Grant CARRY FORWARD</td>
</tr>
<tr>
<td>11-48982-00-696501-2000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39-97310-00-696000-3000</td>
<td>Interfund Transfer - Special Revenue, Student Center Fund</td>
<td>172,128</td>
<td></td>
<td>Transfer from Student Center Fund to pay debt service on 2006 Certificates of Participation</td>
</tr>
<tr>
<td>29-48982-00-696000-0000</td>
<td>Transfer In - Debt Service Fund</td>
<td></td>
<td>172,128</td>
<td></td>
</tr>
<tr>
<td>58-97310-00-683200-7000</td>
<td>Interfund Transfer - Performing Arts Center Fund</td>
<td>10,136</td>
<td></td>
<td>Transfer from Performing Arts Center Fund - $1 Facility Fee to Capital Projects Fund for PAC Improvements</td>
</tr>
<tr>
<td>43-48982-00-714089-5000</td>
<td>Transfer In - Capital Projects</td>
<td></td>
<td>10,136</td>
<td></td>
</tr>
<tr>
<td>72-97320-00-696000-3000</td>
<td>Interfund Transfer - Student Representation Fee Fund</td>
<td>1,800</td>
<td></td>
<td>Indirect Support for District - Student and Co-Curricular Activities/Student Rep Fee</td>
</tr>
<tr>
<td>11-48982-00-696000-3000</td>
<td>Transfer In - General Fund</td>
<td></td>
<td>1,800</td>
<td></td>
</tr>
<tr>
<td>29-97310-00-714042-2000</td>
<td>Interfund Transfer - Debt Service Fund</td>
<td>1,000,000.00</td>
<td></td>
<td>Placeholder to allow excess funds accumulated via the $1 set aside to be moved to fund equipment purchases</td>
</tr>
<tr>
<td>43-48982-00-714042-2000</td>
<td>Transfer In - Capital Projects</td>
<td></td>
<td>1,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**COC Foundation Transfers for Fiscal Year 2010-2011**

- **8X-97310-00-XXXXXX-1000**: Interfund Transfer - COC Foundation Program Funds 84, 86 Transfer In - FCCC Osher Endowment Scholarship Fund
  - From Amount: 200,000.00
  - To Amount: 200,000.00
  - Placeholder to allow xfer of funds from various Expendable/Endowed Scholarships to Osher Endowed Scholarship

**COC Foundation Transfers for Fiscal Year 2011-2012**

- **8X-97310-00-XXXXXX-1000**: Interfund Transfer - Various COC Foundation Funds Transfer In - COC Foundation Operating Fund
  - From Amount: 5,000.00
  - To Amount: 5,000.00
  - Transferring Administrative Fee income from various gifts to the COC Foundation Operating Fund per Administrative Fee Policy and Procedure

- **82-97310-00-950000-1000**: Interfund Transfer - COC Foundation Program Fund Transfer In - COC Foundation Operating Fund
  - From Amount: 25,000.00
  - To Amount: 25,000.00
  - Xfering in program Fund interest to supplement unrestricted income used for operating expenses

- **82-97310-00-950000-0000**: Interfund Transfer - Various Programmatic Funds Transfer In - Culinary Arts Capital Campaign
  - From Amount: 10,000.00
  - To Amount: 10,000.00
  - Placeholder to allow the xfer of funds from various Programmatic Funds to the Culinary Arts Capital Campaign Fund

- **82-97310-00-950000-1000**: Interfund Transfer - Various Programmatic Funds Transfer In - Expendable Scholarship Fund
  - From Amount: 10,000.00
  - To Amount: 10,000.00
  - Placeholder to allow the xfer of funds from various Programmatic Funds to the Expendable Scholarship Fund

- **82-97310-00-950000-1000**: Interfund Transfer - Various Programmatic Funds Transfer In - Endowed Scholarship Fund
  - From Amount: 10,000.00
  - To Amount: 10,000.00
  - Placeholder to allow the xfer of funds from various Programmatic Funds to the Endowed Scholarship Fund

- **84-97310-00-950000-1000**: Interfund Transfer - COC Foundation Expendable Scholarships Transfer In - COC Foundation Endowed Scholarships
  - From Amount: 30,000.00
  - To Amount: 30,000.00
  - Placeholder to allow xfer of funds from various Expendable Scholarships to Endowed Scholarships at the donor's request

- **86-97310-00-950000-1000**: Interfund Transfer- COC Foundation Endowed Scholarships Transfer In- COC Foundation Expendable Scholarships
  - From Amount: 15,000.00
  - To Amount: 15,000.00
  - Xfering funds from Endowed Scholarships to Expendable Scholarships per donor instructions

**Grand Total - All Transfers**

- From Amount: 5,953,522.00
- To Amount: 5,953,522.00

---

**Note:** Indirect Support Transfers to be posted after all expenditures have been made.
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>From Amount</th>
<th>To Amount</th>
<th>Reference and Comments</th>
</tr>
</thead>
</table>

Maximum amounts shown, actual transfers may be less based on expenditures.
The Los Angeles County Office of Education (LACOE) has forwarded their fiscal year 2011-2012 contract for Financial System Services to the District for Board approval. LACOE provides the District with a comprehensive general ledger in PeopleSoft, which facilitates online data entry, data uploads, payments to vendors, processing of revenues, and year-end accruals.

LACOE is again offering a fee structure that includes a “flat fee” option to interface districts like the Santa Clarita Community College District. The annual flat fee of $30,000 for a District with 15,000 to 19,999 FTES remains unchanged from last year. This flat fee saves us approximately $37,882 this year compared to the old method of charging per general ledger account and per FTES.

A small additional charge for year-end reports in the amount of $360 is included in the estimated contract price. A copy of the contract is available from the Business Services Department upon request.

FISCAL IMPLICATIONS:
Estimated annual charges of $30,360 will be included in the 2011-2012 Tentative Budget.

RECOMMENDATIONS:

Submitted by: Cindy Grandgeorge

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Sharlene L. Coleal
LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
PEOPLESOFTH FINANCIAL SYSTEM
FISCAL YEAR 2010-2011

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

SANTA CLARITA COMMUNITY COLLEGE DISTRICT hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2011-12 Worksheet, attached hereto and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2011, and shall remain in effect through June 30, 2012. The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

3. COSTS AND PAYMENTS

District shall pay LACOE the costs, as specified in Exhibit A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2011-12 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2011-12. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2011-12 school year. Notices of journal transfers will be provided.

4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. **INSURANCE**

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

6. **INDEPENDENT CONTRACTOR**

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

7. **RECORD RETENTION AND INSPECTION**

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

8. **CONFIDENTIALITY AND NON-DISCLOSURE**

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other’s proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other’s proprietary or confidential information in any form to any third party or to use each other’s proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

9. **MODIFICATION**

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.
10. **SEVERABILITY/WAIVER**

10.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

10.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

11. **INTEGRATION**

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

12. **ATTORNEY'S FEES**

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

13. **GOVERNING LAW/FORUM SELECTION**

This Contract is made, entered into, and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

14. **NOTICES**

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered shall be delivered by personal service or by deposit in the U.S. Mail, certified, or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

**LACOE:**

Procurement Services Manager  
Contracts Section  
Los Angeles County Office of Education  
9300 Imperial Highway, Education Center West, Room 153  
Downey, CA 90242-2890

District:

Mailing Address is District Office
15. **EMPLOYEE FINGERPRINTING**

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

16. **TOBACCO-FREE WORKPLACE**

When at LACOE-owned or -leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3515.1 which states: “It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995.”

17. **ALCOHOL AND DRUG-FREE WORKPLACE**

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

18. **ORDER OF PRECEDENCE**

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

19. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

20. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)**

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

20.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
20.2 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: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
20.3 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 Section 21.2 above, of this certification;

20.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

21. **EXECUTION REQUIREMENTS**

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

By ________________________________
Jacqueline V. Brown
Assistant Director
Operations and Administrative Services
Division of Business Operations

Date ______________________________

**SANTA CLARITA CCD**

By ________________________________
Sharlene L. Coleal
Typed or Printed Name

Title Asst. Superintendent/VP Business Services

Date 6/7/11

Date Approved by Board, if Required 6/22/11

Contact Person Cindy Grandgeorge

Title Controller

Phone # 661-362-3420

Make **four** copies, keep **one** copy for your files, and return **three** copies to:

Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, Education Center West, Room 153
Downey, California 90242-2890
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LOS ANGELES COUNTY
OFFICE OF EDUCATION

By
Jacqueline V. Brown
Assistant Director
Operations and Administrative Services
Division of Business Operations

Date
[Signature]

SANTA CLARITA CCD

By
Sharlene L. Coleal
Typed or Printed Name

Title Asst. Superintendent/VP Business Services

Date 6/7/11

Date Approved by Board, if Required 6/22/11

Contact Person Cindy Grandgeorge

Title Controller

Phone # 661-362-3420

Make four copies, keep one copy for your files, and return three copies to:
Los Angeles County Office of Education
Contracts Section
9300 Imperial Highway, ECW, Room 153
Downey, California 90242-2890
SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chartfield
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the district. For the purpose of this Agreement, FTEs shall be the total average full-time equivalent students for the community college district as reported in the Annual Report of Attendance for the 2010-2011 school year. Total accounts shall be defined as the total number of accounts for all funds on file on December 31, 2010.

It is estimated that the amount payable to LACOE for the FY 2011-2012 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:
- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chartfields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals

Features:
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online and hard copy reports
- Commercial warrant processing
- SACS Compliance

Charge:

\[
\begin{align*}
\text{Charge:} & \quad \text{\$2.40} \times \frac{\text{N/A}}{\text{Total FTE}} = \text{\$ N/A} \\
& \quad \text{Plus} \quad \text{\$1.50} \times \frac{\text{N/A}}{\text{Total No. of Accounts}} = \text{\$ N/A} \\
& = \text{Estimated General Ledger Charge} \quad \text{\$ N/A} \quad \text{Enter in Exhibit C}
\end{align*}
\]
INTERFACE GENERAL LEDGER DISTRICTS

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

<table>
<thead>
<tr>
<th>From (FTE)</th>
<th>To (FTE)</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14,999</td>
<td>$20,000</td>
</tr>
<tr>
<td>15,000</td>
<td>19,999</td>
<td>$30,000</td>
</tr>
<tr>
<td>20,000</td>
<td>24,999</td>
<td>$40,000</td>
</tr>
<tr>
<td>25,000</td>
<td>49,999</td>
<td>$50,000</td>
</tr>
<tr>
<td>50,000</td>
<td>149,999</td>
<td>$75,000</td>
</tr>
<tr>
<td>150,000+</td>
<td></td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Charge: \[ \text{FTE} = 15,784.30 \] = \$30,000.00

(Enter in Exhibit C)

PURCHASING

Features:
- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts
  Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online and hard copy reports

Charge: \[ \$1.42 \times \text{N/A} = \$\text{N/A} \]

Total FTE Enter in Exhibit C

INVENTORY

Features:
- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online and hard copy reports

Charge: \[ \$1.42 \times \text{N/A} = \$\text{N/A} \]

Total FTE Enter in Exhibit C
1099 REPORTING

LACOE Responsibility and Support:
- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online inquiries:
  (1) Preliminary and final hard copy Detailed Summary report of all 1099 vendors reported to the IRS
  (2) 1099 Vendor List
  (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
  (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

District Responsibility:
- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: $300/Year = $ \frac{N/A}{(Enter in Exhibit C)}

SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System for more than 100 Local Education Agencies.
- Issues with connectivity and support are handled by the LACOE Help Desk and the System Support units.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled Schedule for PeopleSoft Financial System Training.
PeopleSoft Reports - Basic Report Package

The specific PeopleSoft Financial System (PSFS) modules subscribed to determine the number of reports districts are entitled to as part of their basic package. Districts can select online and hard copy access from any of the report categories offered (daily, weekly and monthly categories) as outlined below for their basic report package. The number of reports selected must be within those allowable under their basic report package. Do not include in the tally LACH Reports, No charge (NC) Reports, LAAP 030S - (1099 Reporting) and Quarterly Reports Category.

<table>
<thead>
<tr>
<th>PSFS modules subscribed to</th>
<th>Number of reports covered under the Basic Report Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Ledger and Accounts Payable (AP) Only (Basic Package)</td>
<td>25 Reports covered under Basic Report Package</td>
</tr>
<tr>
<td>General Ledger INTERFACE District</td>
<td>25 Reports covered under Basic Report Package</td>
</tr>
<tr>
<td>General Ledger and Accounts Payable + Purchasing (Basic +PO)</td>
<td>28 Reports covered under Basic Report Package</td>
</tr>
</tbody>
</table>

The basic report package does not preclude districts from selecting additional reports from the variety of reports offered. Reports requested in addition to those covered under the basic package, will be charged at the rate of $10 to $50 as indicated in the "ADDITIONAL REPORTS FEE SCHEDULE." Any new reports implemented while this contract is in effect, will be provided at no charge. We will begin charging for the new reports in fiscal year 2012-13.

<table>
<thead>
<tr>
<th>PeopleSoft Financial System Reports</th>
<th>Addtl # Online</th>
<th>DAILY ONLINE CHARGE ($15 x 247 DAYS)</th>
<th>Addtl Online AMOUNT (# x OC)</th>
<th>Addtl HardCopy</th>
<th>DAILY HARDCOPY CHARGE ($15 x 247 DAYS)</th>
<th>Addtl HardCopy AMOUNT (# x HC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAAP 029S Warrant Register Report</td>
<td>1</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAPINTC AP Interface Error Report</td>
<td></td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LACSUREG Suspense Register</td>
<td>1</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAGL 008S Trial Balance by Fund</td>
<td>0</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAGL 009C/S Daily BCM Error Report</td>
<td>1</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAGL 010S Journal Edit Error Report</td>
<td>1</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAGL 011C/S Valic Transactions Report</td>
<td>1</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAGL 013S Appropriation Control Report</td>
<td>0</td>
<td>$2,470</td>
<td></td>
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<tr>
<td>LAGL 021C Daily Cash Balance Report</td>
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<td>$2,470</td>
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</tr>
<tr>
<td>LAGL 029C/S Budget Journal Error Report</td>
<td>1</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAHR 005S HRS Edit Error Report (Daily)</td>
<td>1</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCCH 029S Daily ACH Payment Register</td>
<td>0</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCCHRJS1 ACH Rejection Register</td>
<td>0</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCGL 035S Statement of Revenues by Fund &amp; Activity</td>
<td>0</td>
<td>$2,470</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCGL 036S Statement of Revenues &amp; Expenses by Fund &amp; Categorical</td>
<td>0</td>
<td>$2,470</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL DAILY REPORTS FEE SCHEDULE**

1. LACH Reports - For EFT Districts Only
2. NC - No Charge (in addition to what is covered under Basic Package); fees, per Additional Reports Fee Schedule, apply if additional reports are requested
3. LAIN Reports - For INVENTORY Districts Only
4. LAPO Reports - For PURCHASING Districts Only
5. LAAP 030S - For 1099 REPORTING Districts Only. No Charge for hard copy printing of this Basic Report; fees, per Addtl Reports Fee Schedule, apply if additional reports are requested.
## PeopleSoft Financial System Reports

<table>
<thead>
<tr>
<th>WEEKLY REPORTS CATEGORY</th>
<th>BASIC REPORT</th>
<th>ONLINE CHARGE ($10 x # OF WEEKS)</th>
<th>ADDTL ONLINE AMOUNT (# x OC)</th>
<th>HARDCOPY CHARGE ($35 x # OF WEEKS)</th>
<th>ADDTL HARDCOPY AMOUNT (# x HC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCGL 012S</td>
<td>0</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCGL 014S</td>
<td>0</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCGL 015C</td>
<td>0</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCGL 016S</td>
<td>0</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCGL 025C/S</td>
<td>0</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCGL 026C/S</td>
<td>0</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAHR 005C</td>
<td>1</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAPO 009C</td>
<td>0</td>
<td>$520</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**BASIC REPORT PACKAGE - # WEEKLY REPORTS Selected**

(Enter Amount in Exhibit C)

**ADDITIONAL WEEKLY REPORTS FEE SCHEDULE**

- ONLINE: Enter Amount in Exhibit C
- ADDTL. WEEKLY HARDCOPY: Enter Amount in Exhibit C

---

1. LACH Reports - For EFT Districts Only
2. NC - No Charge (In addition to what is covered under Basic Package); fees, per Additional Reports Fee Schedule, apply if additional reports are requested.
3. LAIN Reports - For INVENTORY Districts Only
4. LAPO Reports - For PURCHASING Districts Only
5. LAAP 0360 - For 1099 REPORTING Districts Only No Charge for hard copy printing of this Basic Report, fees, per Addtl Reports Fee Schedule, apply if additional reports are requested.
<table>
<thead>
<tr>
<th>PeopleSoft Financial System Reports</th>
<th>Preliminary - Online</th>
<th>Preliminary - Hard Copy</th>
<th>Final - Online</th>
<th>Final - Hard Copy</th>
<th>ADDITIONAL MONTHLY REPORTS FEE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAGL 008S Trial Balance by Fund</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 012S Expense List by Fund and Location</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 014S Expense List by Fund and Categorical</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 015S Expense List by Fund and Object</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 016S Expense List by Fund and Activity</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 017C Cumulative Expenditure Report by Location</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 019C/S Cumulative Detail Report #1000-7999</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 025C Revenue List by Fund and Object</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 026S Revenue List by Fund and Categorical</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 035S Statement of Revenue and Expenses by Fund and Activity</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 036S Statement of Revenue and Expenses by Fund and Categorical</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 038S Accounts Receivable Listing by Fund/Resource/Object</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 040S Deferred Revenue Listing by Fund/Resource/Object</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 041S Accts Payable Listing by Fund/Resource/Object 9519</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 042S Accts Payable Listing by Fund/Resource/Object 9520</td>
<td>1</td>
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</tr>
<tr>
<td>LCGL 043S Accts Payable Listing by Fund/Resource/Object 9521</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 311C Expenditure Report by Fund and Activity</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
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<tr>
<td>LCGL 312C Supplemental Revenue Report</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LAGL 111C Monthly List of Valid Transactions Report</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 817C Cumulative Revenue Report by Location</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 819C/S Cumulative Detail Report #8000-8999</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$120</td>
</tr>
<tr>
<td>LCGL 919C/S Cumulative Detail Report #9000-9999</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$120</td>
</tr>
</tbody>
</table>

**BASIC REPORT PACKAGE - # MONTHLY REPORTS**

**(PRELIMINARY & FINAL) Selected**

(Enter Amount in Exhibit B, Page 5)

1. LACH Reports - For EFT Districts Only
2. NC - No Charge (in addition to what is covered under Basic Report Package); fees, per Additional Reports Fee Schedule, apply if additional reports are requested
3. LAIN Reports - For INVENTORY Districts Only
4. LAPO Reports - For PURCHASING Districts Only
5. LAAP 030S - For 1099 REPORTING Districts Only. No Charge for Hard Copy printing of this Basic Report, fees, per Additional Reports Fee Schedule, apply if additional reports are requested.
<table>
<thead>
<tr>
<th>PeopleSoft Financial System Reports</th>
<th>Online</th>
<th>HardCopy</th>
<th>Addtl # Online</th>
<th>MONTHLY ONLINE CHARGE $10 X 12MOS</th>
<th>Addtl Online AMOUNT (# x QC)</th>
<th>Addtl HardCopy</th>
<th>MONTHLY HARDCOPY CHARGE $50 X 12MOS</th>
<th>Addtl HardCopy AMOUNT (# x HC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONTHLY REPORTS CATEGORY</td>
<td>BASIC REPORT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAP 003C Vendor Listing by Alpha Name</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAP 030S (5) 1099 Vendor List (Final Only)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAP 129C Monthly Commercial Warrants</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAP 130C Monthly Voided Commercial Warrants</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAP 140C Cumulative Commercial Warrant Register</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAP 300C Aged Vendor Liability</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAAP 305C Open Liability Report</td>
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<td></td>
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<tr>
<td>LCCH 129C Monthly ACH Payments</td>
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<td></td>
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<tr>
<td>LCCH 130C Monthly Rejection ACH Payments</td>
<td>0</td>
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<td></td>
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<tr>
<td>LCCH 140C YTD ACH Payment Register</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAPO 001S Cumulative Detail AP/PO Report - Fund/Location/Resource/Object</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$600</td>
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<tr>
<td>LAPO 002S Cumulative Detail AP/PO Report - Vendor Name &amp; PO</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$600</td>
</tr>
</tbody>
</table>

**BASIC REPORT PACKAGE - # MONTHLY REPORTS Selected**
(Enter Amount in EXHIBIT B, Page 5)

**ADDITIONAL MONTHLY REPORTS Fee Schedule**

1. LACH Reports - For EFT Districts Only
2. NC - No Charge (in addition to what is covered under Basic Report Package); fees, per Additional Reports Fee Schedule, apply if additional reports are requested.
3. LAIN Reports - For INVENTORY Districts Only
4. LACH Reports - For PURCHASING Districts Only
5. LAAP 030S - For 1099 REPORTING Districts Only. No Charge for Hard Copy printing of this Basic Report; fees, per Additional Reports Fee Schedule, apply if additional reports are requested.
## PeopleSoft Financial System Reports

<table>
<thead>
<tr>
<th>QUARTERLY REPORTS CATEGORY</th>
<th>Online</th>
<th>HardCopy</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAGL 044S (2) Average Daily Cash Balance by Fund</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>LAGL 046S (2) Interest Allocation by Fund</td>
<td>1</td>
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</tr>
<tr>
<td>LAGL 056X (2) Cash Balance by Fund &amp; Resource</td>
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<td></td>
</tr>
</tbody>
</table>

### QUARTERLY ONLINE CHARGE

$10 \times 4$ QTR$

### QUARTERLY HARDCOPY CHARGE

$50 \times 4$ QTR$

### ADDITIONAL QUARTERLY REPORTS FEE SCHEDULE

<table>
<thead>
<tr>
<th>Addtl Online AMOUNT ($\times QG$)</th>
<th>Addtl HardCopy AMOUNT ($\times HC$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$200</td>
<td>$200</td>
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<tr>
<td>$40</td>
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</tr>
</tbody>
</table>

### Number of Reports Covered Under Basic Package

1. Basic Report Package - DAILY Reports Selected: 11
2. Basic Report Package - WEEKLY Reports Selected: 1
4. Basic Report Package - MONTHLY (Online & HardCopy) Reports Selected: 3

### Basic Report Package TOTAL: 33

---

1. LACH Reports - For EFT Districts Only
2. NC - No Charge (in addition to what is covered under Basic Package) fees, per Additional Reports Fee Schedule apply if additional reports are requested
3. LAIN Reports - For INVENTORY Districts Only
4. LAPO Reports - For PURCHASING Districts Only
5. LAAP 030S - For 1099 REPORTING Districts Only No Charge for Hard Copy printing of this Basic Report, fees per Additional Reports Fee Schedule apply if additional reports are requested
ANNUAL (YEAR-END) REPORTS

The ONLINE and HARD COPY Annual (Year-End) Reports are NOT part of the basic package, and are available at an additional charge. Please indicate the report version and the quantity of each report requested by the district. The charges listed are per report per week.

NOTE:
- LAGL 008S (Trial Balance by Fund), LAGL 013S ( Appropriation Control), and LAGL 037S (Trial Balance by Fund and Resource) reports will be posted to RAD daily. A hard copy will be printed weekly with the rest of the annual reports requested.
- The annual LAGL 041S (Accounts Payable Listing by Fund/Resource/Object 9519) will be produced only until districts are open for the prior fiscal year.
- Districts who request hard copy reports after the August 17 processing date will be charged a fee of $100 per report. This charge covers only a portion of the cost incurred by the County Office to run the reports after the scheduled processing date.

<table>
<thead>
<tr>
<th>Report ID</th>
<th>FY 2011-2012 Annual (Year-End) PeopleSoft ONLINE Report Request Report Name and Description</th>
<th>FISCAL YEAR 2011-12 WEEKLY REPORT ENDING</th>
<th>TOTAL ONLINE REPORTS</th>
<th>ONLINE RATE</th>
<th>TOTAL ONLINE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAAP 300C</td>
<td>Aged Vendor Liability</td>
<td>7/6 7/13 7/20 7/30 8/3 8/10 8/17</td>
<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LAAP 305C</td>
<td>Oper Liability Report</td>
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<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 012S</td>
<td>Expense List by Fund and Location</td>
<td></td>
<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 014S</td>
<td>Expense List by Fund and Categorical</td>
<td></td>
<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 015C/S</td>
<td>Expense List by Fund and Object</td>
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<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 016S</td>
<td>Expense List by Fund and Activity</td>
<td></td>
<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 017S</td>
<td>Cumulative Expenditure Report by Location</td>
<td></td>
<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 019C/S</td>
<td>Cumulative Detail Report #1000-7999</td>
<td>1 1</td>
<td>$10</td>
<td>10</td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 025C</td>
<td>Revenue List by Fund and Object</td>
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<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 026S</td>
<td>Revenue List by Fund and Categorical</td>
<td></td>
<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 035S</td>
<td>Statement of Revenues &amp; Exp by Fund/Activity</td>
<td>1 1</td>
<td>$10</td>
<td>30</td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 036S</td>
<td>Statement of Revenues &amp; Exp by Fund/Categorical</td>
<td></td>
<td>$10</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>LCGL 038S</td>
<td>Accounts Receivable Listing by Fund/Resource/Object</td>
<td>1 1</td>
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<td>10</td>
<td>$10</td>
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<tr>
<td>LCGL 040S</td>
<td>Deferred Revenue Listing by Fund/Resource/Object</td>
<td>1 1</td>
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<td>LCGL 041S</td>
<td>Accounts Payable Listing by Fund/Resource/Object 9519</td>
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Annual (Year-End) Reports - ONLINE AMOUNT SUBTOTAL 160

(Enter Amount in Exhibit C)

FY 2011-2012 Annual (Year-End) PeopleSoft HARD COPY Report Request - Continued on Next Page
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Annual (Year-End) Reports - HARDCOPY AMOUNT SUBTOTAL 200
(Enter Amount in Exhibit C)
Los Angeles County Office of Education  
Division of Technology Services  
Finance and Administration  
9300 Imperial Highway, Downey, CA 90242  

**CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM**  
Fiscal Year 2011-2012 Worksheet  

**EXHIBIT C**

<table>
<thead>
<tr>
<th>District Name: SANTA CLARITA COMMUNITY COLLEGE DISTRICT</th>
<th>District Number: 64972</th>
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**Exhibit A**

1. General Ledger and Accounts Payable $0  
2. Interface General Ledger Districts $30,000  
3. Inventory $0  
4. Purchasing $0  
5. 1099 Reporting $0  

**Total Exhibit A** $30,000

**Exhibit B (Additional Report Package)**

1. Daily (Online)  
   Daily (Hard Copy)  
2. Weekly (Online)  
   Weekly (Hard Copy)  
3. Monthly (Online)  
   Monthly (Hard Copy)  
4. Quarterly (Online)  
   Quarterly (Hard Copy)  
5. Annual (Year-End) – Online $160  
   Annual (Year-End) – Hard Copy $200  

**Total Exhibit B – Addt'l Reports** $360

**Estimated TOTAL** $30,360.00

By _____________________________  
(Signature)  
Sharlene L. Coleal  
(Print/Type Name)  

<table>
<thead>
<tr>
<th>Title</th>
<th>Asst. Superintendent/ V.P. Bus. Serv.</th>
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<tbody>
<tr>
<td>Date</td>
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AGENDA
CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval of Contract with Los Angeles County Office of Education for Network Services and Support

ACTION/CONSENT

BACKGROUND / ANALYSIS:
The Los Angeles County Office of Education (LACOE) provides the District with access to the LACOE network, which is required for the District to connect to G-Link (our current payroll system) and PeopleSoft (our current financial/accounts payable system). LACOE provides the equipment, lines, and services to support the network, and charges users an annual fee based on services they provide the District.

Our current contract for network services was Board approved on February 6, 2008 for a three term of July 1, 2008 through June 30, 2011. This new contract will extend these services for an additional three year term of July 1, 2011 through June 30, 2014. The new contract also contains a provision for two optional one year extensions to the agreement which, if mutually agreed to, would extend the contract end date to June 30, 2016.

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

FISCAL IMPLICATIONS:
The annual cost for these services is $4,500 per year, and the fiscal year 2011-12 cost will be included in the 2011-12 Tentative Budget. The annual cost was not increased by LACOE, and remains at the same amount as the prior contract which began July 1, 2008.

RECOMMENDATIONS:
Move Approval of Contract with Los Angeles County Office of Education for Network Services and Support.

Submitted by: Cindy Grandgeorge
Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook
Chancellor

Recommended by: Sharlene L. Coleal
LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
NETWORK SERVICES AND SUPPORT
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

SANTA CLARITA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

1.1 LACOE shall provide access to network services and support via the LACOE Network, a telecommunications network established and maintained by LACOE. Charges for the network services are based on the expenses incurred by LACOE in supporting the network through the telephone companies, CENIC/K12 High Speed Network, and contractors providing equipment, lines, and services. The estimated annual charges listed on Exhibit A, Network Services and Support, attached hereto and made a part hereof, are based on the type, level, and number of services provided to the District. LACOE will provide the District with Revised Exhibit A(s) during the contract year to reflect the addition and/or deletion of subscribed network services, and, by July 1 of each year to notify the District of the following fiscal year rates. Exhibit B, Description of Network Services, attached hereto and made a part hereof, indicates the services available from LACOE.

1.2 All routers and associated equipment, that directly interface with the LACOE Network from a school site or a District office will be acquired, programmed, and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.

1.3 District agrees to meet the requirements of the LACOE Acceptable Use Policy for Internet access. A copy of the policy will be provided to the District, prior to the District connecting to Internet through LACOE.

1.4 District has requested LACOE to provide said network services, and LACOE agrees to do so in accordance with the terms and conditions
of this Contract. All work shall be coordinated with LACOE’s Network Engineering and Applications Division.

2. **TERM AND TERMINATION OF CONTRACT**

   This Contract is effective July 1, 2011 and shall remain in effect through June 30, 2014 with 2 one year optional extensions.

   2.1 **Initial Term.** This Contract shall begin on the Commencement Date and continue in full force and effect through June 30, 2014 unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

   2.2 **1st Option Term.** LACOE and District may elect to extend the term of this Contract for the period July 1, 2014, through June 30, 2015 ("1st Option Term") by giving written notice prior to the expiration of the Initial Term.

   2.3 **2nd Option Term.** LACOE and District may elect to extend the term of this Contract for the period July 1, 2015, through June 30, 2016 ("2nd Option Term") by giving written notice prior to the expiration of the 1st Option Term.

3. **PAYMENT**

   The amount payable for service charges, Data lines, equipment maintenance fees, and consulting fees, shall be transferred quarterly by journal voucher from the District to LACOE. Fees for newly added equipment or circuit installations/upgrades will be transferred by journal voucher from the District to LACOE, at the end of the quarter in which installation is completed.

4. **INDEMNIFICATION**

   District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
LACCE agrees to defend, indemnify, save, and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

Both parties shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACCE:

Procurement Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, Room 153, Clark Building
Downey, CA 90242-2890

District:

Mailing Address is District Office

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by
District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. **EMPLOYEE FINGERPRINTING**

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

13. **INDEPENDENT DISTRICT**

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. **ASSIGNMENT**

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. **INTEGRATION**

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to
the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY / WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by LACOE upon written notification.

21. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes
inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY’S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the “Failure to Comply” in this contract, each party shall bear its own attorney’s fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party’s willful or negligent acts or omissions, and to the extent that they are beyond the party’s reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further
agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.
31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995."

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

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

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 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: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3 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 Section 34.2 above, of this certification; and,

34.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By ______________________________
Cindy A. Maloney-Mueller
Procurement Services Manager
Division of Business Operations

Date ______________________________
vla 5-10
Board 5/10/11

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By ______________________________
Typed or Printed Name

Title ______________________________

Date ______________________________
EXHIBIT A

Los Angeles County Office of Education Technology Services

NETWORK SERVICES AND SUPPORT

Exhibit A  Cost

Agency/Site: LACOE SPIN 143006363
Santa Clarita Community College aka. College of the Canyons
26455 Rockwell cyn Rd.
Santa Clarita CA. 91355

Date: 5/25/2006

SBC T1 Business only

Business connect start 6/1/06

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<td>ITEM# 2.1B</td>
<td>Device Support fee</td>
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<td>ITEM# 2.2</td>
<td>Network Engineering Support</td>
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One-time Charges:

Total recurring (2.1-2.6): $4,500.00
Total one-time (2.7-2.11): $0.00

Fyxx/xxxx TOTAL CHARGE: $4,500.00

Billing analysis --

QUARTERLY RECURRING: $1,125.00

ONE TIME CHARGES: $0.00

1ST Qtr. FY xx-xx CHARGES: $1,125.00
EXHIBIT B
DESCRIPTION OF SERVICES AVAILABLE
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

DESCRIPTION OF SERVICE SUPPORT- RECURRING CHARGES

1. Line Cost (Based on multi-year rates).

2. Line costs are based on 3 year contracts with Telco and the responsibility of the District to maintain this commitment. Early termination will cause Telco to penalize the District via LACOE.

3. Service Fee - Will vary with total bandwidth of District's connection.

DESCRIPTION OF SERVICE SUPPORT- ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth. The equipment and services normally provided include the data line or lines, a Cisco router and DSU/CSU(s), Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

DESCRIPTION OF SERVICE SUPPORT- CONSULTING SERVICES

5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of $95.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.

6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on $95.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.
BACKGROUND / ANALYSIS:
Dr. Dena Maloney, Vice President Canyon Country Campus and Economic Development, is being added to the certification of signatures listing for the District so that she will be authorized to sign contracts and other legal documents on behalf of the District. The attached Certification represents the current authorized signatures for the Santa Clarita Community College District.

Since PeopleSoft was implemented by the Los Angeles County Office of Education (LACOE) in July 2003, a security component has been added for processing commercial warrants. LACOE asks that the wording in the Certification of Signatures Resolution Board item state that people listed are authorized to approve B Warrants online using the PeopleSoft System. A copy of this Board item will provide LACOE with the necessary approval.

FISCAL IMPLICATIONS:
N/A.

RECOMMENDATIONS:
Move Approval of Resolution No. 2010/11-18: Certification of Signatures (District).

Submitted by: Sharlene L. Coleal

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

Recommended by: Sharlene L. Coleal
CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

**K-12 Districts:** 35143, 42632, and 42633  
**Community Colleges:** 72000, 85200, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of:  
**June 23, 2011** to **December 8, 2011**

In accordance with governing board approval date:  
**June 23, 2011.**

Signature__________________________  Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td><strong>Typed Name</strong></td>
<td><strong>Typed Name</strong></td>
</tr>
<tr>
<td>Michele R. Jenkins</td>
<td>Dianne G. Van Hook</td>
</tr>
<tr>
<td>President of the Board of Trustees/Education</td>
<td>Chancellor</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Joan W. MacGregor</td>
<td>Michael Wilding</td>
</tr>
<tr>
<td>Clerk/Secretary of the Board of Trustees/Education</td>
<td>Assistant Superintendent/Vice President, Student Services</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Michael D. Berger</td>
<td>Barry Gribbons</td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td>Asst. Superintendent/Vice President, Institutional Development, Technology and Online Services</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Bruce D. Fortine</td>
<td>Sharlene L. Coleal</td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td>Assistant Superintendent/Vice President, Business Services</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Scott Thomas Wilk</td>
<td>Floyd Moos</td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td>Interim Assistant Superintendent/Vice President, Instruction</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td>Mitjl Capet</td>
</tr>
<tr>
<td>Signature</td>
<td>Asst. Superintendent/Executive Assistant to the Chancellor</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td>Diane Fiero</td>
</tr>
<tr>
<td>Signature</td>
<td>Assistant Superintendent/Vice President, Human Resources</td>
</tr>
</tbody>
</table>

Number of Signatures required:

<table>
<thead>
<tr>
<th>Orders for Salary Payments</th>
<th>Orders for Commercial Payments</th>
<th>Notices of Employment</th>
<th>Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

FORM NO. 503-804 Rev. 11-20-2002

FULL AGENDA BOOK - PAGE 47
Santa Clarita Community College District

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the persons authorized to sign orders for salary or commercial payments, notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

**K-12 Districts:** 35143, 42632, and 42633

**Community College Districts:** 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: **June 23, 2011** to **December 8, 2011**

In accordance with governing board approval dated **June 23, 2011**.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Clerk (Secretary) of the Board</th>
</tr>
</thead>
</table>

**NOTE:** Please TYPE name under signature.

### Column 1
Signatures of Members of the Governing Board

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>TYPED NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>President of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Clerk/Secretary of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td></td>
</tr>
</tbody>
</table>

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

### Column 2
Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>TYPED NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Schrage</td>
<td>Vice President, Facilities Planning, Operations &amp; Construction</td>
</tr>
<tr>
<td>Diane Stewart</td>
<td>Dean, Early Childhood Education and Training Program</td>
</tr>
<tr>
<td>John McElwain</td>
<td>Vice President, District Communication, Marketing and External Relations</td>
</tr>
<tr>
<td>Cindy Grandgeorge</td>
<td>Controller</td>
</tr>
<tr>
<td>Dena Maloney</td>
<td>Vice President, Canyon Country Campus and Economic Development</td>
</tr>
</tbody>
</table>

Number of Signatures required:

<table>
<thead>
<tr>
<th>ORDERS FOR SALARY PAYMENTS</th>
<th>ORDERS FOR COMMERCIAL PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOTICES OF EMPLOYMENT</th>
<th>CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

FORM NO. 563-804 Rev. 11-20-2002

FULL AGENDA BOOK - PAGE 48
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Notice of Completion for the Applied Technology Center Construction Project

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

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

The District entered into a contract for DSA Inspection Services with Frederick Little at the October 13, 2010 Board meeting. Addendum #01 is required at this time in the amount of $6,300 to cover additional expenses. Copies of the addendum have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
Funds for this project were obtained earlier through Certificates of Participation. Funds for this addendum in the amount of $6,300 are included in the FY10/11 Adopted Budget in Fund 46 for facilities-related contracts.

RECOMMENDATIONS:
Move approval of Addendum #01 for the Del Valle Regional Training Center 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:
ADDENDUM #01
TO AGREEMENT FOR DSA INSPECTION SERVICES FOR
THE DEL VALLE REGIONAL TRAINING CENTER

The contract dated October 14, 2010 for DSA Inspection Services for the Del Valle Regional Training Center is hereby modified by Board action June 22, 2011 by and between the Santa Clarita Community College District, a California college district (“District”) and Frederick Little (“Inspector”)

The agreement is modified as follows:

Additional fee of $6,300

IN WITNESS WHEREOF, the District and Inspector 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

“INSPECTOR”
Frederick Little

By: ____________________________
## SANTA CLARITA COMMUNITY COLLEGE DISTRICT
### COLLEGE OF THE CANYONS

**Board of Trustees Meeting**  
**06/22/11**

### AGENDA
### CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Action/Consent</th>
<th>Action</th>
<th>Information</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval of Addendum #01 for Flooring for the Applied Technology Education Center at the Canyon Country Campus (Stonhard)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BACKGROUND / ANALYSIS:

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

The District entered into a contract for the installation of epoxy flooring – in lieu of paint - to the project with Stonhard (Maple Shade, NJ) at the January 19, 2011 Board meeting. Addendum #01 is needed at this time to cover the cost of bonds in the amount of $930. Copies of the addendum have been distributed under separate cover and are available upon request.

### FISCAL IMPLICATIONS:

This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this addendum in the amount of **$930** are included in the FY10/11 Adopted Budget.

### RECOMMENDATIONS:

Move approval of Addendum #01 to Contract for the Applied Technology Education Center at the Canyon Country Campus as noted above.

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

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

Recommended by:
ADDENDUM #01
TO AGREEMENT FOR FLOORING SERVICES FOR
THE APPLIED TECHNOLOGY EDUCATIONAL CENTER
AT THE CANYON COUNTRY CAMPUS

The contract dated January 20, 2011 for the Flooring at the Applied Tech Center at the Canyon Country Campus is hereby modified by Board action June 22, 2011 by and between the Santa Clarita Community College District, a California college district ("District") and Stonhard ("Contractor")

The agreement is modified as follows:

Additional fee of $930

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

“CONTRACTOR”
STONHARD

By: ____________________________
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Water Treatment Services
for the Central Plants at the Valencia Campus
(Shepard Bros., Inc.)

ACTION/CONSENT [X]  
ACTION [ ]  
INFORMATION [ ]  
DISCUSSION [ ]

BACKGROUND / ANALYSIS:
The District would like to enter into a contract for water treatment services for the Central Plants at the Valencia Campus with Shepard Bros., Inc. (La Habra, CA) for three consecutive one-year terms for a total of $120,000 ($40,000 per year). This contract will provide water treatment services and chemicals for all the cooling towers, boilers, chilled and hot water loop systems at the North and South Plants. The term of the contract will be July 1, 2011 through June 30, 2014.

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

FISCAL IMPLICATIONS:
Funds for this contract in an annual amount of $40,000 are included in the General Fund for Central Plant Operations and are included in the FY10/11 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for Water Treatment Services for the North and South Plants as noted above.

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

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

Recommended by:
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Shepard Bros., Inc., 503 S. Cypress Street, La Habra, CA 90631 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): College of the Canyons, Annual Water Treatment Services for Central Plants at the Valencia Campus

1. Payment. The lump sum price for the Work is One Hundred Twenty Thousand Dollars ($120,000).
2. Term. The term of this Agreement shall commence July 1, 2011 and shall end no later than June 30, 2014.
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
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.

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 service and shall not again be permitted to work 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 of work. 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.

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
AGENDA CATEGORY  HUMAN RESOURCES

ITEM/TITLE  Approval of Personnel Schedule PERS 2010/2011-19

ACTION/CONSENT

BACKGROUND / ANALYSIS:
Please see the attached.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:

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

Recommended by:
Diane Fiero
Asst. Supt/VP, Human Resources

Dr. Dianne G. Van Hook
Chancellor
A. **ACADEMIC PERSONNEL**

1. **End of Service**
   No business.

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

3. **Employment, Temporary Hourly as Needed**
   **Adjunct Instructors (6/6/11 – 8/13/11)**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beckham</td>
<td>Meri</td>
<td>Counseling</td>
</tr>
<tr>
<td>Jacobson</td>
<td>Julie</td>
<td>Counseling</td>
</tr>
<tr>
<td>Ortega</td>
<td>Aivee</td>
<td>Counseling</td>
</tr>
<tr>
<td>Stabile</td>
<td>Peggy</td>
<td>Counseling</td>
</tr>
</tbody>
</table>

   *New instructors hired under equivalency, if any, are noted with an asterisk (*).*

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

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

5. **Authorization to Employ – Other**
   No business.

6. **Other**
   a. **Approval of Independent Contractor Payment for Services Rendered:**
      No business.
   b. **Approval of Contracts:**
      No business.
   c. **Approval of Guest Lecturers:**
      No business.

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

Categorical or Grant funded payments:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date(s)</th>
<th>Service(s) Performed</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartell, Monette</td>
<td>Spring 2011</td>
<td>S4S SL Workshop Leader</td>
<td>$1000.01</td>
</tr>
<tr>
<td>DiGangi, Laurel</td>
<td>Spring 2011</td>
<td>3 Practice Jams (Writing &amp; Development)</td>
<td>$450.38</td>
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<tr>
<td>Ngo, Evelyn</td>
<td>Spring 2011</td>
<td>S4S SL Workshop Leader</td>
<td>$1000.44</td>
</tr>
<tr>
<td>Wegter, Michelle</td>
<td>Spring 2011</td>
<td>S4S SL Workshop Leader (ESL)</td>
<td>$500.28</td>
</tr>
</tbody>
</table>

District funded payments:

No business.

*Additional supplementary services payments may be presented to the Board.*

e. Other:

Jeannie Chari, Biology Instructor, received tenure at the end of the spring 2011 semester following successful completion of the tenure process:
B. CLASSIFIED PERSONNEL

1. End of Service
   Employee #0279773, released during probation effective June 6, 2011. (Position #653000-CD25)
   Michelle Dahlin, Accounting Technician III, resignation effective July 5, 2011. (Position #672000-CD08)

2. Employment – Regular
   No business.

3. Employment – Adult Hourly
   The following employees will not be allowed to meet or exceed 1000 hours and/or 180 days per academic year.
   a. Substitute.
      No business.
   b. Temporary.
      From time to time the District experiences a need to employ substitute and short-term/adult hourly employees. These individuals are employed and paid for less than 75 percent of a college year and are not part of the classified service. These individuals should be distinguished from students employed part-time, in any college work-study program, or in a work experience education program.
      At College of the Canyons an adult hourly or substitute employee is asked to perform a service for the District that is related to one or more of the following conditions:
         o replacement for an employee on leave (substitute);
         o working during a period of high student demand;
         o working on a special project of a short-term nature;
         o is in a position that enhances services to students;
         o is doing academic tutoring associated with the academic cycle; and
         o is in a seasonal position (for example a part-time coach).
      Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.
Adult Hourly IV - $9.50 per hour
Hourly worker should have some basic and practical knowledge, skills, training, and/or experience in an office, department or classroom setting. Supervisor will provide some training. Performs a wider range of manual and clerical tasks and duties with slight difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hughes, Sean P.</td>
<td>Audio Visual</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Projects</td>
</tr>
<tr>
<td>Maldonado, Chris</td>
<td>Audio Visual</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Project</td>
</tr>
<tr>
<td>Valentine, Garcia</td>
<td>Audio Visual</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Project</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abraham, Tim</td>
<td>Computer Sup. Serv.</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Demand</td>
</tr>
<tr>
<td>English, Janet L.</td>
<td>CIT</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
<tr>
<td>Mansis, Carrie S.</td>
<td>Institutional. Res.</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Demand</td>
</tr>
</tbody>
</table>

Adult Hourly VI - $12.00 per hour
Provides general assistance in an office, department or classroom. Has working knowledge, skills, training, and/or experience. Requires use of computer programs and/or software. Performs assigned tasks and duties with small degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown, Briana</td>
<td>TLC Lab</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
<tr>
<td>Favorite, Nicholas</td>
<td>CIT</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Demand</td>
</tr>
<tr>
<td>Jamshidi Kalantari, Azita</td>
<td>CIT</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Demand</td>
</tr>
<tr>
<td>Langham, Jerry</td>
<td>CCC</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Demand</td>
</tr>
<tr>
<td>Langham, Sherri</td>
<td>CCC</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Demand</td>
</tr>
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<td>Licon, Julee</td>
<td>TLC Lab</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
<tr>
<td>Martin, Jolene</td>
<td>Career Services</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

Adult Hourly VII - $13.25 per hour
Provides general assistance in an office, department or classroom. Has at least one specific well-developed skill or expertise. Supervisor provides minimal training. Performs general and specific tasks and duties that have some degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
<tbody>
<tr>
<td>Aaver, Keri</td>
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<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Edinjiklian, Tanya</td>
<td>TLC Lab</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
<tr>
<td>Mozafari-Brown, Lily</td>
<td>Career Services</td>
<td>6/27/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Pankau, Joshua</td>
<td>TLC Lab</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
</tbody>
</table>
### Adult Hourly VIII - $15.00 per hour
Provides general and specialized assistance in an office, department or classroom. Has specialized skills or expertise that do not require specialized training. Performs general and specialized tasks and duties that have a greater degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
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</thead>
<tbody>
<tr>
<td>Calero, Carmen</td>
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<td>Direct Service to Students</td>
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<tr>
<td>Kroh, Steve</td>
<td>TLC Lab</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
<tr>
<td>Lansang, Anjelica</td>
<td>TLC Lab</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
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<tr>
<td>Stuker, Diane</td>
<td>Photo</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kaminsky, Lisa</td>
<td>Intl. Students Prog.</td>
<td>6/27/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

### Adult Hourly X - $18.75 per hour
Provides specialized assistance in an office, department or classroom. Has specialized skills that require a high level of training, primarily at the College level. Performs specialized tasks and duties that have a high degree of difficulty and complexity under minimal supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
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<td>Tutor</td>
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<td>Bischoff, Theresa</td>
<td>CalWorks</td>
<td>7/1/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Edelstein, David</td>
<td>Music</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
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<tr>
<td>Mizuno, Yoko</td>
<td>Music</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
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<tr>
<td>Palmer, Rose</td>
<td>Theatre</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Palmer, Rose</td>
<td>Music</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
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<tr>
<td>Viveros, Carmen</td>
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<td>6/27/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

### Adult Hourly XII - $23.50 per hour
Provides advanced level of specialized assistance in an office, department or classroom. Requires more advanced specialized knowledge, skills, training and/or experience. Performs more advanced specialized tasks and duties that have a high degree of difficulty under minimal supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Myers, Pamela</td>
<td>ETI</td>
<td>6/20/11</td>
<td>6/25/11</td>
<td>Project</td>
</tr>
<tr>
<td>Myers, Pamela</td>
<td>ETI</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Project</td>
</tr>
<tr>
<td>Haywood, Heather</td>
<td>ECE</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Demand</td>
</tr>
</tbody>
</table>
Adult Hourly XIII - $26.25 per hour
Provides highest level of specialized assistance in an office, department or classroom. Requires the most advanced specialized knowledge, skills, training and/or experience. Coordinates with the supervisor to perform the most advanced specialized tasks and duties that have a high degree of difficulty.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
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</thead>
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<tr>
<td>Wolitarsky, Audrey</td>
<td>TLC Lab</td>
<td>5/26/11</td>
<td>6/25/11</td>
<td>Demand</td>
</tr>
</tbody>
</table>

Adult Hourly XIV - $29.50 per hour
Provides professional work in an office, department or classroom. Requires some certifications and/or skills at a higher level of the profession. Performs work with a higher level of the profession. Performs work with a higher degree of difficulty that requires professional expertise or skills.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
<tbody>
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<td>Estrada, Adriana</td>
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<td>6/26/11</td>
<td>6/25/12</td>
<td>Project</td>
</tr>
</tbody>
</table>

Adult Hourly XV - $33.00 per hour
Provides professional and specialized work in an office, department or classroom. Requires certification and technical skills at a higher level of the profession. Performs work and provides assistance to others. Performs work with the highest degree of difficulty that requires professional expertise or skills.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
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<td>Buffman, Deborah</td>
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<td>6/25/12</td>
<td>Project</td>
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<td>Converse, Mark</td>
<td>Music</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
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<tr>
<td>Fernandez-Lukas, Melodee</td>
<td>Music</td>
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<td>6/25/12</td>
<td>Tutor</td>
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<tr>
<td>Hernacki, Stan</td>
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<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
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<tr>
<td>Lee, Youn Chun</td>
<td>Music</td>
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<td>6/25/12</td>
<td>Tutor</td>
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<td>Newman, Nancy</td>
<td>Music</td>
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<td>6/25/12</td>
<td>Tutor</td>
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<tr>
<td>Quintero, Juan Carlos</td>
<td>Music</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
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<tr>
<td>Schwartz, Agnes</td>
<td>Music</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
<tr>
<td>Takiguchi, Jeff</td>
<td>Music</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Tutor</td>
</tr>
</tbody>
</table>

Adult Hourly XVI - $37.00 per hour
Provides professional and specialized work in an office, department or classroom. Requires certification and skills at the highest level of the profession. Provides lead and assistance to others who are less skilled in the work. Performs work with the highest degree of difficulty that require professional expertise or skills.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
<tbody>
<tr>
<td>Giberson-McMahon, Joni</td>
<td>MESA</td>
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<td>Demand</td>
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<td>Giberson-McMahon, Joni</td>
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<td>6/25/12</td>
<td>Demand</td>
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<tr>
<td>Kramer, Jayson</td>
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<td>7/01/11</td>
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<tr>
<td>Marshall, Renee</td>
<td>ECE</td>
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<td>6/25/12</td>
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</table>
End of Service

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Original End Date</th>
<th>Revised End Date</th>
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</thead>
<tbody>
<tr>
<td>Bernal, Crystal</td>
<td>Counseling</td>
<td>6/25/11</td>
<td>6/08/11</td>
</tr>
</tbody>
</table>

Additional names of temporary Adult Hourly employees may be presented to the Board.

Adult Hourly Interpreter (Salary Schedule P)

Range 2, Provisional Interpreter - $23.50 per hour
Very little interpreter training; this person will have completed ASL I, II, and III, and a deaf culture class, or can demonstrate equivalent knowledge of ASL from other experiences.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson, Ashley</td>
<td>DSP&amp;S on Call</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Beloff, Allasyn</td>
<td>DSP&amp;S on Call</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Larson, Janet</td>
<td>DSP&amp;S on Call</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Nelson, Kathryn</td>
<td>DSP&amp;S on Call</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Notch, Kimberly</td>
<td>DSP&amp;S on Call</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
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<tr>
<td>Robinson, Elizabeth</td>
<td>DSP&amp;S on Call</td>
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<td>6/25/12</td>
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<tr>
<td>Tackabery, Lisel</td>
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<td>Direct Service to Students</td>
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<tr>
<td>Villarroel, Gabriela</td>
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<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

Range 3, Interpreter, Level I - $26.25 per hour
May or may not have had formal interpreter training; has had some interpreting experience, with some college classroom interpreting experience; may have been highly skilled in the past, but has not used ASL recently; has demonstrated knowledge of professional conduct expected of interpreters.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
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<tr>
<td>Greene, Ann Marie</td>
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<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

Range 4, Interpreter, Level II - $29.50 per hour
May have completed, or will continue to work towards completing an Interpreter Training Program or any other combination of experience and training in the process of interpretation between English and American Sign Language, Manually Coded English, and oral interpretation which demonstrates assurance of skills appropriate to the Level II skills requirements; is developing and fine-tuning their interpreting skills; has experience in a college setting; has knowledge of R.I.D. Code of Ethics and demonstrates professional conduct expected of interpreters.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
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<tr>
<td>Kelley, Tari</td>
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<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Murphy, Andrea</td>
<td>DSP&amp;S on Call</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>
Range 5, Interpreter, Level III - $33.00 per hour
Has completed a formal ITP or has higher education in the process of interpretation between English and American Sign Language, Manually Coded English, and oral interpretation which demonstrates assurance of skills appropriate to the Level III skills requirements; has possibly one or two years or more of interpreting experience at the college level; could have more experience and training, but has not worked in the field recently; has knowledge of R.I.D. Code of Ethics and demonstrates professional conduct expected of interpreters.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pancino, Nicole</td>
<td>DSP&amp;S on Call</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

Range 6, Interpreter, Level IV - $37.00 per hour
Has completed a formal ITP or equivalent within the field of interpreting; has possibly three to five years or more of experience as a University or College Interpreter; continues to further their knowledge of the interpreting field; has knowledge of R.I.D. code of Ethics and demonstrates professional conduct expected of interpreters.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buckner, Suzanne</td>
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<td>Direct Service to Students</td>
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<tr>
<td>Cleveland, Tina Marie</td>
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<td>6/26/11</td>
<td>6/25/12</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Mathis, Barbara</td>
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</table>

Community Extension (Salary Schedule Q)

Range 4- Community Extension Instructor: $35.00

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
<tbody>
<tr>
<td>Junqueira, Joao</td>
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<td>7/1/11</td>
<td>6/25/12</td>
<td>Project</td>
</tr>
</tbody>
</table>

ETI and Economic Development – Contract Education Development (Self-funded by business)

Range 1 - Development/Prep: $25.00 to $55.00 per hour
Duties include development of curriculum and preparation of materials, coordination and customization.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Hourly Rate</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Echavarri, Marie</td>
<td>ETI</td>
<td>6/26/11</td>
<td>6/25/12</td>
<td>25.00</td>
<td>Project</td>
</tr>
</tbody>
</table>

Range 3 – Management Instruction: $45.00 to $60.30 per hour
Salary for Management Skills, Customer Service Skills, and other training according to relative experience in the field.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Hourly Rate</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
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<td>6/26/11</td>
<td>6/25/12</td>
<td>60.30</td>
<td>Project</td>
</tr>
</tbody>
</table>
4. **Authorization to Employ – Full-Time**

   Custodian II (Graveyard Shift), replacement for employee #0279773 who was released during probation. This is a district-funded position. (Position #653000-CD25)

   Accounting Technician III, replacement for Michelle Dahlin. This is a district funded position. (Position #672000-CD08)

5. **Authorization to Employ – Part-Time**

   Student Services Specialist III (Campus Safety) (72.5%). This is a new district funded position.

   Student Services Specialist (Campus Safety – Parking) (72.5%). This is a new position, partially district funded and partially funded by student parking fees.

6. **Other**

   a. Approval of payment to Community Services providers: (Fully self-supporting operation)

      No business.

   b. College Assistants (Student Workers):

      District Funded:

      No business.

      Funded from Supplementary Sources:

      No business.

   c. Approval of Contracts:

      No business.

   d. Approval for Payment of Supplementary Services in Addition to Regular Services:

      No business.

   e. Approval of Independent Contractor Payment for Services Rendered:

      No business.

   f. Information:

      No business.
g. Volunteers:

<table>
<thead>
<tr>
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<tr>
<td>Fulton, Sheryl</td>
<td>Fiscal Services</td>
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</tbody>
</table>

*Additional names of Volunteers may be presented to the Board.*

h. Other:

Claudia Kirby, Information Technology Technician II (Computer Support)(60%), temporary increase in hours from 24 hours per week to 40 hours per week due to departmental workload demands, beginning June 6, 2011 and ending June 30, 2011.

Brian Malmeth, Information Technology Technician IV, (Computer Support)(80%), temporary increase in hours from 32 hours per week to 40 hours per week due to departmental workload demands, beginning June 6, 2011 and ending June 30, 2011.

Mark Kashirsky, Graphic Designer II (50%), payment for additional services rendered to design the Gardens of the Canyons brochure, May 26, 2011, in the amount of $254.37.
C. **MANAGEMENT**

1. **End of Service**  
   No business.

2. **Employment – Regular**  
   Division Dean, Humanities, salary and start date pending.  
   **IS**

3. **Employment – Hourly**  
   No business.

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

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

6. **Other**  
   Bruce Pelkey, Part-time Educational Administrator – International Students Program (Temporary) (25%), payment for additional services rendered in the 2010/11 academic year in the amount of $2,115.00.  
   **SS**
AGENDA
CATEGORY HUMAN RESOURCES

ITEM/TITLE Approval of Classified Administrator Employment

Contract for Director, Employee Training Institute (ETI)

ACTION/CONSENT

BACKGROUND / ANALYSIS:

Attached is the Classified Administrator Employment Agreement for Mr. John Milburn, Director, Employee Training Institute (ETI), effective July 5, 2011 through June 30, 2013.

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

FISCAL IMPLICATIONS:
Funds for this expenditure have been included in the 2011/12 budget.

RECOMMENDATIONS:
Move approval of the Classified Administrator Employment Contract for Director, Employee Training Institute (ETI).

Submitted by: Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Diane M. Fiero
Asst Supt/VP, Human Resources
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT

The Santa Clarita Community College District (District) and Mr. John Milburn (Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs the Classified Administrator in the position of Director, Employee Training Institute (ETI).

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

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

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

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing July 5, 2011 and ending June 30, 2013. The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 11 and 12 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**

   A. The salary of the Administrator shall be $78,000 annually, payable at the rate of $6,500.00 per month effective July 5, 2011. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.
B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor. Any reimbursement must be submitted in accordance with appropriate Board policy and District rules and regulations.

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

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

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

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

6. Health and Welfare Benefits:

A. The District shall provide the Administrator with health and welfare benefits per parameters established by the Board of Trustees for all District Administrators. All benefits are subject to change at the discretion of the Board.

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

7. Vacation and Leaves: Administrators shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays and leaves of absence as specified in appropriate Board policy and District rules and regulations unless otherwise specified in this Agreement. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
A. New administrators commencing employment with the district after July 1, 2011, will accrue vacation leave at the following rate for continuous service performed each calendar year:

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If a Classified, Classified Confidential or existing Administrator moves to an Administrative position and already has a higher level of vacation benefit, that accrual rate would apply. Administrators commencing employment prior to July 1, 2011 will maintain their accrual rate of twenty-two (22) vacation days per year.

Vacation time may be accumulated to a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.

Administrator is also eligible for three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure).

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

B. A maximum of fifteen (15) days of unused vacation may be exchanged for cash compensation each fiscal year. Exceptions to this may be made by the Chancellor.

8. **Educational Incentive:** Effective July 1, 2011, educational incentives will be offered to administrators. Only units started after the July 1, 2011 effective date and after employment with the district will count towards the incentive. For programs that begin after July 1, 2011, approval must be received from the Chancellor (or designee) prior to the start of the program. Administrators who are already enrolled in programs as of July 1, 2011 will need to submit their programs for approval. A procedure and timeline will be developed to implement this process.

   **For those Administrators pursuing a job related Bachelor’s or Master’s Degree:**

   For pre-approved classes in a bachelors or masters program which were completed successfully (C or better), one time lump sum payments will be paid accordingly:
15 semester units = $2,000  
30 semester units = $2,000  
45 semester units = $2,000  
60 semester units = $2,000  
75 semester units = $2,000

For those Administrators pursuing a job related Ph.D. or Doctoral Degree

For each 12 graduate level semester units earned beyond a Masters degree in a pre-approved doctoral program, all administrators will receive a 2% increase to their base salary.

For those Administrators possessing Ph.D. or Doctoral Degrees

Effective July 1, 2011, all Administrators who possess or subsequently earn a doctorate degree or Ph.D. will receive a $3,000 increase in their base annual salary.

9. **Evaluation:** Administrator shall be evaluated according to District policy and procedure established for this position. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 10, or to the right of the District not to renew this Agreement in accordance with Section 11.

10. **Seniority Rights:** As a member of the classified service, Classified Administrator accrues seniority per Section 88127 of the California Education Code.

11. **Termination of Agreement:** This Agreement may be terminated by the District for cause in accordance with applicable law relating to the termination of classified community college managers. This Agreement may also be terminated by the District at any time without cause. If this Agreement is terminated by the District without cause, the Administrator shall be paid a sum not to exceed the salary due through the end of the term of this Agreement.

12. **Renewal of this Agreement:** Renewal of this Agreement is subject to the sole discretion of the District’s Board of Trustees. Notice of any decision not to renew this Agreement shall be provided to the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.

13. **Miscellaneous Provisions:**

A. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.
B. This Agreement may be modified or superseded only by a written amendment executed by both parties, or by a change of rules, regulations, policies, and/or procedures adopted by the Board of Trustees.

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

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

__________________________________________ ___________________
District Representative     Date

__________________________________________ ___________________
Jason Munoz, Classified Administrator   Date

Date Approved by Board of Trustees:   **June 22, 2011**
AGENDA
CATEGORY: HUMAN RESOURCES

ITEM/TITLE: Approval of Classified Administrator Employment
Action/Consent [X]

- Contract for Site Supervisor, Center for Early Childhood Education (Canyon Country Campus)

BACKGROUND / ANALYSIS:

Attached is the Classified Administrator Employment Agreement for Ms. Clara Fabiana Marton, Site Supervisor, Center for Early Childhood Education (Canyon Country Campus) effective August 8, 2011 through June 30, 2013.

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

FISCAL IMPLICATIONS:
Funds for this expenditure have been included in the 2011/12 budget.

RECOMMENDATIONS:
Move approval of the Classified Administrator Employment Contract for Site Supervisor, Center for Early Childhood Education (Canyon Country Campus).

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

Recommended by: Diane M. Fiero
Asst Supt/VP, Human Resources
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT

The Santa Clarita Community College District (District) and Ms. Clara Fabiana Marton (Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs the Classified Administrator in the 10 month per year position of **Site Supervisor, Center for Early Childhood Education (Canyon Country Campus)**.

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

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

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

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing **August 8, 2011 and ending June 30, 2013**. The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 11 and 12 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**

   A. The salary of the Administrator shall be **$43,000.00** annually, payable at the rate of **$4,300.00** per month for 10 months each year effective **August 8, 2011**. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.
B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor. Any reimbursement must be submitted in accordance with appropriate Board policy and District rules and regulations.

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

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

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

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

6. Health and Welfare Benefits:

A. The District shall provide the Administrator with health and welfare benefits per parameters established by the Board of Trustees for all District Administrators. All benefits are subject to change at the discretion of the Board.

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

7. Vacation and Leaves: Administrators shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays and leaves of absence as specified in appropriate Board policy and District rules and regulations unless otherwise specified in this Agreement. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
A. New administrators commencing employment with the district after July 1, 2011, will accrue vacation leave at the following rate for continuous service performed each calendar year:

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<td>In years 5+</td>
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If a Classified, Classified Confidential or existing Administrator moves to an Administrative position and already has a higher level of vacation benefit, that accrual rate would apply. Administrators commencing employment prior to July 1, 2011 will maintain their accrual rate of twenty-two (22) vacation days per year.

Because Administrator was hired as the Interim Site Supervisor, Center for Early Childhood Education, Canyon Country Campus prior to July 1, 2011, the administrator shall be entitled to eighteen (18) vacation days per year with full pay which is a 10 month pro-rata share of the vacation days accrued for 12 month per year administrators.

Vacation time may be accumulated to a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.

Administrator is also eligible for three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure).

Administrators shall be entitled to ten (10) sick days per fiscal year with full pay, which is a 10 month pro-rata share of the sick days accrued for 12 month per year administrators. A maximum of twelve (10) sick days each fiscal year may be used for the purposes of personal necessity.

B. A maximum of fifteen (15) days of unused vacation may be exchanged for cash compensation each fiscal year. Exceptions to this may be made by the Chancellor.

8. **Educational Incentive:** Effective July 1, 2011, educational incentives will be offered to administrators. Only units started after the July 1, 2011 effective date and after employment with the district will count towards the incentive. For programs that begin after July 1, 2011, approval must be received from the Chancellor (or designee) prior to the start of the program. Administrators who are already enrolled in programs as of July 1, 2011 will need to submit their programs for approval. A procedure and timeline will be developed to implement this process.
For those Administrators pursuing a job related Bachelor’s or Master’s Degree:

For pre-approved classes in a bachelors or masters program which were completed successfully (C or better), one time lump sum payments will be paid accordingly:

- 15 semester units = $2,000
- 30 semester units = $2,000
- 45 semester units = $2,000
- 60 semester units = $2,000
- 75 semester units = $2,000

For those Administrators pursuing a job related Ph.D. or Doctoral Degree

For each 12 graduate level semester units earned beyond a Masters degree in a pre-approved doctoral program, all administrators will receive a 2% increase to their base salary.

For those Administrators possessing Ph.D. or Doctoral Degrees

Effective July 1, 2011, all Administrators who possess or subsequently earn a doctorate degree or Ph.D. will receive a $3,000 increase in their base annual salary.

9. **Evaluation:** Administrator shall be evaluated according to District policy and procedure established for this position. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 10, or to the right of the District not to renew this Agreement in accordance with Section 11.

10. **Seniority Rights:** As a member of the classified service, Classified Administrator accrues seniority per Section 88127 of the California Education Code.

11. **Termination of Agreement:** This Agreement may be terminated by the District for cause in accordance with applicable law relating to the termination of classified community college managers. This Agreement may also be terminated by the District at any time without cause. If this Agreement is terminated by the District without cause, the Administrator shall be paid a sum not to exceed the salary due through the end of the term of this Agreement.

12. **Renewal of this Agreement:** Renewal of this Agreement is subject to the sole discretion of the District’s Board of Trustees. Notice of any decision not to renew this Agreement shall be provided to the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.
13. **Miscellaneous Provisions:**

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

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

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

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

__________________________________________ ___________________
District Representative     Date

__________________________________________ ___________________
Clara Fabiana Marton, Classified Administrator  Date

Date Approved by Board of Trustees: **June 22, 2011**
AGENDA CATEGORY  | HUMAN RESOURCES

**ITEM/TITLE**  | Approval of Classified Administrator Employment

|  | ACTION/CONSENT

| Contract for Facilities Manager |

**BACKGROUND / ANALYSIS:**

Attached is the Classified Administrator Employment Agreement for **Mr. Jason Munoz**, Facilities Manager, effective July 5, 2011 through June 30, 2013.

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

**FISCAL IMPLICATIONS:**

Funds for this expenditure have been included in the 2011/12 budget.

**RECOMMENDATIONS:**

Move approval of the Classified Administrator Employment Contract for Facilities Manager.

Submitted by:        Approval for submission to Board of Trustees:

Diane M. Fiero

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Diane M. Fiero
Asst Supt/VP, Human Resources
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT

The Santa Clarita Community College District (District) and Mr. Jason Munoz (Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs the Classified Administrator in the position of **Facilities Manager.**

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

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

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

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing **July 5, 2011** and ending **June 30, 2013.** The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 11 and 12 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**
   
   A. The salary of the Administrator shall be **$80,000.04** annually, payable at the rate of **$6,666.67** per month effective **July 5, 2011.** Salary paid for a service period less than the full academic year shall be paid on a prorated basis.
B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor. Any reimbursement must be submitted in accordance with appropriate Board policy and District rules and regulations.

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

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

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

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

6. Health and Welfare Benefits:

A. The District shall provide the Administrator with health and welfare benefits per parameters established by the Board of Trustees for all District Administrators. All benefits are subject to change at the discretion of the Board.

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

7. Vacation and Leaves: Administrators shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays and leaves of absence as specified in appropriate Board policy and District rules and regulations unless otherwise specified in this Agreement. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
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If a Classified, Classified Confidential or existing Administrator moves to an Administrative position and already has a higher level of vacation benefit, that accrual rate would apply. Administrators commencing employment prior to July 1, 2011 will maintain their accrual rate of twenty-two (22) vacation days per year.

Vacation time may be accumulated to a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.

Administrator is also eligible for three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure).

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

B. A maximum of fifteen (15) days of unused vacation may be exchanged for cash compensation each fiscal year. Exceptions to this may be made by the Chancellor.

8. Educational Incentive: Effective July 1, 2011, educational incentives will be offered to administrators. Only units started after the July 1, 2011 effective date and after employment with the district will count towards the incentive. For programs that begin after July 1, 2011, approval must be received from the Chancellor (or designee) prior to the start of the program. Administrators who are already enrolled in programs as of July 1, 2011 will need to submit their programs for approval. A procedure and timeline will be developed to implement this process.

For those Administrators pursuing a job related Bachelor’s or Master’s Degree:

For pre-approved classes in a bachelors or masters program which were completed successfully (C or better), one time lump sum payments will be paid accordingly:
15 semester units = $2,000
30 semester units = $2,000
45 semester units = $2,000
60 semester units = $2,000
75 semester units = $2,000

For those Administrators pursuing a job related Ph.D. or Doctoral Degree

For each 12 graduate level semester units earned beyond a Masters degree in a pre-approved doctoral program, all administrators will receive a 2% increase to their base salary.

For those Administrators possessing Ph.D. or Doctoral Degrees

Effective July 1, 2011, all Administrators who possess or subsequently earn a doctorate degree or Ph.D. will receive a $3,000 increase in their base annual salary.

9. Evaluation: Administrator shall be evaluated according to District policy and procedure established for this position. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 10, or to the right of the District not to renew this Agreement in accordance with Section 11.

10. Seniority Rights: As a member of the classified service, Classified Administrator accrues seniority per Section 88127 of the California Education Code.

11. Termination of Agreement: This Agreement may be terminated by the District for cause in accordance with applicable law relating to the termination of classified community college managers. This Agreement may also be terminated by the District at any time without cause. If this Agreement is terminated by the District without cause, the Administrator shall be paid a sum not to exceed the salary due through the end of the term of this Agreement.

12. Renewal of this Agreement: Renewal of this Agreement is subject to the sole discretion of the District’s Board of Trustees. Notice of any decision not to renew this Agreement shall be provided to the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.

13. Miscellaneous Provisions:

A. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.
B. This Agreement may be modified or superseded only by a written amendment executed by both parties, or by a change of rules, regulations, policies, and/or procedures adopted by the Board of Trustees.

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

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

__________________________________________ ___________________
District Representative     Date

__________________________________________ ___________________
Jason Munoz, Classified Administrator   Date

Date Approved by Board of Trustees:  June 22, 2011
BACKGROUND / ANALYSIS:
College of the Canyons has offered educational training courses affiliated with the Los Angeles County Fire Protection District for many years. The current five year contract expires on June 30, 2011. Although the District and the Agency have been in negotiations for a new contract for many months, we are still deliberating some new language which has been recommended by our legal counsel.

As a result, both the District and the Fire Protection District would like to extend the current instructional service agreement language. When approved, Amendment #01 and the term of the agreement will be extended from July 1, 2011 until September 30, 2011. Copies of Amendment #01 are available from the Instruction Office upon request.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move to approval of the extension of the Instructional Services Agreement (Amendment #01) Regarding Educational Courses between Los Angeles County Fire Protection District and Santa Clarita Community College District.
AMENDMENT NO. 1 TO THE
INSTRUCTIONAL SERVICES AGREEMENT

SANTA CLARITA COMMUNITY COLLEGE DISTRICT (“SCCCD”)
AND
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (“District”)

JULY 1, 2011 – SEPTEMBER 30, 2011

This Amendment to the Instructional Services Agreement with an Effective Date of July 1, 2006 (“Agreement”) is entered into by and between SCCCD and District on this 30th day of June 2011.

NOW, THEREFORE, it is understood and agreed by the parties hereto that:

1. Effective on the date above, the Agreement shall be amended to include the following language to read in its entirety as follows:

   a. Term – This Amendment shall extend the Term of the Agreement to September 30, 2011.

2. Except as set forth herein, all other sections, subsections and provisions of the Agreement shall remain valid, enforceable and unaffected by the Amendment.

3. The individuals executing this Amendment on behalf of the named parties represent and warrant that they are authorized to do so.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the day and year first written above.

SCCCD

BY: SHARLENE L. COLEAL

AUTHORIZED REPRESENTATIVE
Print Name ASSISTANT SUPERINTENDENT/VP BUSINESS SERVICES

Date Board Meeting JUNE 8, 2011

District Contact Name Debbie Rio

District Contact Extension 3298

DISTRICT

BY: Authorized Representative

Print Name

Print Title

Date
AGENDA
CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Master Agreement Between Santa Clarita Community College District and Pharmavite (CACT/ETI)

ACTION/CONSENT
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
Through its ETP contract and other contract education opportunities, the Santa Clarita Community College District (Center for Applied Competitive Technologies and Employee Training Institute) will contract with Pharmavite to provide a variety of training offerings over the next twenty-two months starting in June 2011. Training will consist of skill-building classes customized to meet the current needs of Pharmavite employees. Classes will be conducted at Pharmavite facilities.

Over the next twenty-two months, individual training courses will be added as Exhibits to this master agreement. All training delivered under the master agreement are contract education offerings and the total income from the contracts will vary from course to course. Copies of the contract are available upon request from the CACT/ETI department.

FISCAL IMPLICATIONS:
None - There is no impact to the District General Fund.

RECOMMENDATIONS:
Move approval of Master Agreement between the Santa Clarita Community College District and Pharmavite.

Submitted by: Pete Bellas
Dean, Economic Development

Recommended by: Dr. Dena Maloney
VP, Canyon Country Campus and Economic Development

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook
Chancellor
This Agreement is effective as of the 9th day of June, 2011 ("Effective Date") by and between the Santa Clarita Community College District (the “DISTRICT”), a public community college district organized under the laws of the State of California, and Pharmavite LLC, a California limited liability company (the “CONTRACTOR”); provided, however, that this Agreement must be later approved or ratified as specified in Section 17 hereof.

WHEREAS, District is a public, postsecondary educational institution;

WHEREAS, Contractor wishes to engage District to provide tailored educational classes to certain of its employees.

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

1. Statements of Work. The Course offering(s) shall be described in a Statement of Work (“SOW”) that expressly references this Agreement and is signed by duly authorized officers of both parties. Each time District is to provide services to Contractor, the parties shall execute a new SOW.

2. Term. This Agreement shall commence on the Effective Date, and shall continue in full force and effect thereafter until and including June 8, 2014, (“Term”), unless this Agreement is earlier terminated pursuant to the terms and conditions provided in this Agreement.

3. Termination/Cancellation. Either party may, with or without cause, terminate this Agreement by providing written notice to the other party no later than seven (7) days prior to the first meeting of the class. If Contractor cancels this Agreement after this deadline, Contractor shall pay the District twenty (20%) percent of the total contract compensation in the amount of Three Thousand DOLLARS ($3,000).

4. Independent Contractor/Relationship of Parties. In performing services pursuant to this Agreement, District shall act as an independent contractor having sole and exclusive control of its work and the manner in which it is performed. District shall be free to enter into other consulting or service agreements that are not in conflict with this Agreement. District is not an agent or employee of Contractor and is not entitled to participate in any benefits that the Contractor provides for its employees, and District shall not hold itself out as an agent of Contractor. District has no authority to represent or bind Contractor as to any matter.

5. Representations. District represents that it has the capability and the experience to provide services in the areas specified in each SOW.

6. Indemnification. Contractor agrees to hold harmless and indemnify District, the District’s Board of Trustees, and each of their parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney’s fees, or other claims for damages to the extent such liability arises out of any suit, complaint, charge, proceeding or action of any kind alleging a violation by Contractor of any statutory or regulatory provision or to the extent such liability otherwise arises out of the negligent act or willful misconduct by Contractor, in performance 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 covers 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, attorney’s fees, or other claims for damages to the extent such liability arises out of any suit, complaint, charge, proceeding or action of any kind alleging a violation by District of any statutory or regulatory provision or to the extent such liability otherwise arises out of the negligent act or willful misconduct by District, in performance 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 covers but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

7. Contractor Insurance. Contractor agrees to maintain, in full force and effect, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance naming District and the District’s Board of Trustees as an Additional Insured, with limits of not less than One Million Dollars
(\$1,000,000) including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis; (ii) Employer’s Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iii) Workers’ Compensation insurance as required by statutory insurance requirement of the State of California; and (iv) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

Contractor shall deliver Certificate(s) of Insurance and, for the Commercial General Liability insurance, an Additional Insured Endorsement evidencing the required coverages to the District, which shall be subject to the District’s approval for adequacy of protection. Contractor shall provide thirty (30) days prior written notice of cancellation. Certificates of Insurance and Additional Insured Endorsements must be returned with signed Agreement. All certificates shall be mailed to: Santa Clarita Community College District, Attn: Purchasing Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.

8. District Insurance. District agrees to maintain, in full force and effect, at District's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance naming Contractor as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis; (ii) Employer’s Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iii) Workers’ Compensation insurance as required by statutory insurance requirement of the State of California; (iv) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000) and (v) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000).

District shall deliver Certificate(s) of Insurance and, for Commercial General Liability and Automobile Liability insurance, Additional Insured Endorsement(s) evidencing the required coverages to the Contractor, which shall be subject to the Contractor’s approval for adequacy of protection. District shall provide thirty (30) days prior written notice of cancellation. Certificates of Insurance and Additional Insured Endorsements must be returned with signed Agreement. All certificates shall be mailed to: Pharmavite LLC, Attn: Legal Affairs Department, 8510 Balboa Boulevard, Suite 100, Northridge, CA 91325.

9. Force Majeure. Neither party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, and (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage. Subject to the Class End Date in each SOW, the terms and conditions of this provision shall not exempt, but merely suspend, that party from its duty to perform the obligations hereunder, which shall be undertaken as soon as practicable after the force majeure condition ceases to exist.

10. Disputes. All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District office involved in the suit. Should it be necessary for either party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing party shall be entitled to receive from the other party all costs and expenses, including reasonable attorney’s fees, incurred in such proceedings.

11. Drug-Free Workplace Policy and Requirements. While performing any service for Contractor, District's employees, agents, or subcontractors shall not: (1) be under the influence of alcohol or any controlled substance, (2) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (3) misuse legitimate prescription drugs. District shall advise its employees, agents, or subcontractors of this policy. Their entry onto Contractor’s premises or the work site constitutes consent to searches and inspections. When Contractor has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, District and its employees, agents, suppliers, subcontractors, and consultants shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection. District understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation. Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

12. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any SOWs that expressly reference 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: (1) provisions set forth in this Agreement, (2) provisions set forth in any SOW, and (3) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

13. Equal Employment Opportunity and Policy Against Discrimination. 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.
14. 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.

15. Notice. All notices or demands to be given under this Agreement by either party to the other party 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, the addresses of the parties are as follows:

**DISTRICT:**
Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Attention: Asst Supt/VP, Business Services  
Telephone #: 661-259-7800

**CONTRACTOR:**
Pharmavite LLC  
8510 Balboa Blvd, Suite 100  
Northridge, CA 91325  
Attn: Christine Burdick-Bell  
Telephone (818) 221-6200  
Email: cburdick-bell@pharmavite.net

16. 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.

17. Validity and Enforceability. In accordance with California 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. Consequently, this Agreement is neither valid nor enforceable against either party unless and until approved or ratified by a motion of the governing board of the District.

18. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

19. Contractor Non-Compete Acknowledgement. Contractor, by signing this Agreement hereby agrees not to enter into competitive agreements with instructors employed by the Employee Training Institute of Santa Clarita Community College District until two (2) years after termination of this Agreement without Director, Employee Training Institute, approval and written permission signed by an authorized District representative with full authority.

20. Full Authority. Each of the parties and signatories to this Agreement represents and warrants that he or she has the full right, power, legal capacity and authority to sign, enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party.

IN WITNESS WHEREOF, both parties agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**BY:**  

Authorized Representative  
Print Name: DENA MALONEY  
Print Title: VP, CANYON COUNTRY CAMPUS AND ECONOMIC DEVELOPMENT  
Date: Board Meeting JUNE 22, 2011  
District Initiating Department: ETI  
District Contact Name: Kevin Walsh (subject to notice requirements in Section 15)  
District Contact Extension: 3245

**PHARMAVITE**

**BY:**  

Authorized Representative  
Print Name: Christine Burdick-Bell  
Print Title: Vice President & Counsel, Legal Affairs  
Date:
AGENDA CATEGORY: INSTRUCTIONAL SERVICES

ITEM/TITLE: Approval of Santa Clarita Community College District and College of the Canyons Foundation Grant Agreement for a Think Tank and Fellowship with the Simms-Mann Family Foundation

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
This agreement is for a grant that the Simms-Mann Family Foundation (SMFF) will be awarding to College of the Canyons (COC) through the COC Foundation. The agreement funds a Think Tank designed to advance the knowledge of infant and toddler development for community college early childhood educators. From birth to 3 years is a critical time in the development of children, not only educationally, but also socially and emotionally. Since community colleges train the majority of early childhood educators, the Think Tank has the potential to have a broad impact on the training of early childhood education professionals to meet these children's needs.

The Think Tank will recruit and select approximately 15 fellows to participate in the first two-day event where the professionals will interact with each other and nationally-recognized experts. In addition, the Think Tank will be presented as a live and recorded webinar that will allow many more of the early childhood education departments (faculty and students) to benefit from the information. In addition to these top researchers presenting their findings, fellows will begin a conversation about applying the findings to early childhood education programs. They will continue the conversation about applying the findings throughout the following year largely using online discussion groups. Fellows will share information with other staff at their colleges and mentor early childhood education students. They will document the application of the findings by completing written reports as well as video-taping classroom demonstrations both with early childhood education programs and lab schools. Fellows will also work together to prepare a presentation of their experiences and findings for the next year’s Think Tank. New Fellows will be recruited each year. The previous year’s Fellows will take on a mentorship role for the new Fellows.

The Institute’s website will provide additional opportunities to reach broad audiences by publishing webinars, additional materials, and demonstrations of the application of materials with Early Childhood Education students and lab school students. An evaluation of the program will document levels of satisfaction with the various aspects of the program, including the Think Tank, Blackboard discussions and webinars. The evaluation will also collect, evaluate, summarize and report on evidence, including video, of the implementation of ideas from the Think Tank and Blackboard discussions. The evaluation will be overseen by District’s Vice President, Institutional Development, Technology and Online Services and the Director of Institutional Research. Copies of the Agreement are available upon request from the Chancellor’s Office.

FISCAL IMPLICATIONS:
Revenue to the District through the COC Foundation will be a total of $343,474, including $108,560 in 2011/12 and $234,914 in 2012/13. This includes a 30 percent in-direct rate.

RECOMMENDATIONS:
Move approval of Santa Clarita Community College District and COC Foundation Grant Agreement for a Think Tank and Fellowship with the Simms-Mann Family Foundation.

Submitted by: Floyd Moos

Recommended by: Dr. Floyd Moos

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

3.4, Page 1
June 22, 2011
### AGENDA

**CATEGORY** BUSINESS SERVICES

**ITEM/TITLE** Presentation and Adoption of the Santa Clarita Community College District’s 2011-12 Tentative Budget

**ACTION/CONSENT**  
X ACTION

**INFORMATION**

**DISCUSSION**

### BACKGROUND / ANALYSIS:

The law requires that community college districts approve a budget annually, on or before July 1st. The proposed 2011-2012 Tentative Budget is provided to the Board under separate cover.

Currently, the Governor and the Legislature are considering the State budget. Proposition 25 requires the legislature to start forfeiting their salary if they do not meet the longstanding statutory deadline of June 15th. This may quicken the pace of budget negotiations, but to date there is no agreement on the key issue of tax extensions.

Until a final State Budget has been passed and we have information on the impact to College of the Canyons, the Tentative Budget will serve as spending authority until the Adopted Budget is presented and approved by the Board of Trustees.

The 2011-2012 Tentative Budget for College of the Canyons includes an estimated ending fund balance at June 30, 2012 of 8.2%.

A presentation on the budget will be made, with an overview of the May Revise and subsequent updates on the State budget situation. Details of the district’s budget process and assumptions regarding revenues and expenses will also be presented.

### FISCAL IMPLICATIONS:

Contained in the budget document.

### RECOMMENDATIONS:

Move Approval of Adoption of the Santa Clarita Community College District’s 2011-2012 Tentative Budget.

Submitted by: Sharlene L. Coleal  
Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook, Chancellor

Recommended by: Sharlene L. Coleal
AGENDA CATEGORY
PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for HVAC Systems Cleaning, Valencia Campus (CPV Indoor Environmental Services)

ACTION/CONSENT
X ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The District would like to enter into a contract for HVAC Systems Cleaning on the Valencia Campus with CPV Indoor Environmental Services (Valencia, CA) in the amount of $17,850. This project is part of the District’s scheduled maintenance projects to maintain the infrastructure.

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

FISCAL IMPLICATIONS:
This is a District-funded expense; costs for this contract in the amount of $17,850 are included in the FY10/11 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for HVAC Systems Cleaning at the Valencia Campus as noted above.

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

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

Recommended by:
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and CPV Indoor Environmental Services, 25433 Rye Canyon Road, Valencia, CA 91355 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): HVAC Systems Cleaning Valencia Campus

1. Payment. The lump sum price for the Work is Seventeen Thousand Eight Hundred Fifty Dollars ($17,850).

2. Term. The term of this Agreement shall commence June 23, 2011 and shall end no later than August 31, 2011.

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

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

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

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

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

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

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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

CONTRACTOR

BY: Authorized Representative

Print Name Dr. Dianne G. Van Hook
Print Title Chancellor

Date Board Meeting Date of Approval

CONTRACTOR’S LICENSE NUMBER

PRINT NAME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: ____________________________
Initials/Date ____________________________

Field Service Agreement
FULL AGENDA BOOK - PAGE 97
AGENDA
CATEGORY     PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Variable Frequency Drive (VFD)

Replacement, Valencia Campus (Southland Industries)

BACKGROUND / ANALYSIS:
The District would like to enter into a contract for Variable Frequency Drive (VFD) on the Valencia Campus with Southland Industries (Garden Grove, CA) in the amount of $41,000. This project is part of the District’s scheduled maintenance projects to maintain the infrastructure. Copies of the contract have been distributed under separate cover and are available upon request.

This project is part of a CC League sponsored energy savings effort, an effort that will drastically reduce the District’s actual final project cost. In fact, including all rebates and matches, the net overall cost to the District after project completion is less than $7,000. Considering the projected energy savings of the VFD, the District’s investment will be paid back in less than 12 months.

FISCAL IMPLICATIONS:
This is a District-funded expense; costs for this contract in the amount of $41,000 are included in the FY10/11 Adopted Budget. The actual Budget impact after project completion will be $6,861.

RECOMMENDATIONS:
Move approval of contract for Variable Frequency Drive (VFD) at the Valencia Campus as noted above.

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

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

Recommended by:
THIS AGREEMENT is hereby entered into this ___ day of ___________, 2011, in the City of Santa Clarita, County of Los Angeles, by and between the Santa Clarita Community College District, a State of California community college district hereinafter referred to as “District” located at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, and Southland Industries hereinafter referred to as “Contractor” located at 7421 Orangewood Avenue, Garden Grove, CA 92841.

The Contractor shall furnish and provide all necessary tools, equipment, apparatus, facilities, transportation, labor and materials to complete all of the Project Work required in connection with the Project Work improvement commonly referred to as Variable Frequency Drive (VFD) Replacement Project.

The service shall be performed in a high quality, Project Workmanlike manner at such times and places as directed by and subject to the approval of the authorized District representative.

Compensation and Invoicing. District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee of Forty-One Thousand Dollars ($41,000). District shall pay Contractor after District’s Board of Trustee 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 the prior month and shall include the invoice date, dates of service 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 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. District requires a 10% retention on projects requiring Performance Bonds and Labor & Material Payment Bond and Contractor will deduct 10% on invoices.

Change Orders. The District, at any time, by written order, make changes within the general scope of the Project Work or issue additional instructions, require additional Project Work or delete Project Work. If the District approves of a change, a written Change Order prepared by the District shall be forwarded to the Contractor describing the change and setting forth the adjustment to the Contract Cost and Contract Time, if applicable. Changes shall be billed as a part of normal invoicing submissions.

Subcontractors. Subcontractors, if any, engaged by the Contractor for the Project Work 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 Project Workers’ Compensation and general liability insurance.
Performance Bond and Labor & Material Payment Bond (project $25,000 and over). Prior to commencement of the Project Work, the Contractor shall furnish a Performance Bond as security for Contractor’s faithful performance of this Agreement, and a Labor & Material Payment Bond as security for payment of persons or entities performing Project Work, labor or furnishing materials in connection with Contractor’s performance of the Project Work. The amounts of the bonds required hereunder shall be one hundred percent (100%) of the Contract Price. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor & Material Payment Bond in strict conformity with this Agreement is the Contractor’s default of a material obligation hereunder. The Surety on any bond required under the Agreement shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedures §995.120.

Time. Time is of the essence in this Agreement.

District’s Right to Stop Project Work. The District may, by written order, direct the Contractor to stop the Project Work, or any portion thereof, until the cause for such stop Project Work order has been eliminated if the Contractor fails to correct Project Work which is not in conformity and in accordance with the requirements of this Agreement, or otherwise fails to carry out the Project Work in conformity and accordance with this Agreement. The District’s exercise of such right to stop the Project Work shall not waive or limit any other right or remedy of the District under the law.

Termination. The District may terminate this Agreement upon ten days’ written 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 Project Work.

District’s Right to Suspend Project Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing to suspend, delay or interrupt the Project Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Project Work suspended by the District in accordance with the District’s directive, whether issued at the time of directive suspending the Project Work or subsequent thereto.

Insurance Requirements for Contractors. Contractor agrees to maintain, in full force and effect, at Contractor’s expense, the following insurance coverages with limits of not less than those designated below:

- Project Workers Compensation Insurance  In accordance with applicable law
- Employers Liability Insurance  $1,000,000 (One Million Dollars)
- Commercial General Liability Insurance  $1,000,000 (One Million Dollars)
  (including coverage for bodily injury, death, property damage and motor vehicle liability)
  Per Occurrence  $1,000,000
  Aggregate  $2,000,000

Insurance Requirements for Subcontractors. Minimum coverage amounts for each policy of insurance to be obtained and maintained by each subcontractor to the Contractor as shall be as follows:
• Project Workers Compensation Insurance  In accordance with applicable law (California Labor Code §3700)
• Employers Liability Insurance  $1,000,000 (One Million Dollars)
• Commercial General Liability Insurance  $1,000,000 (One Million Dollars)
  (including coverage for bodily injury, death, property damage and motor vehicle liability)
   Per Occurrence  $1,000,000
   Aggregate  $2,000,000

Drug-Free Project Workplace. The Contractor agrees and acknowledges that they are aware of the provisions of California Government Code §8350 et seq., the Drug Free Project Workplace Act of 1990, and will adhere to, fulfill, satisfy and discharge all provisions of and obligations under this Act.

Indemnification: Contractor agrees to hold harmless and indemnify District, governing board, 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 non-performance 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.

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

Labor Code. Contractor shall comply with the applicable provisions of the California Labor Code §1770 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 statues 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.

Licenses. Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor’s State License Board, P.O. Box 2600, Sacramento, CA  95826.

Clean-Up. The premises shall be kept clean and orderly at all times.

Contractor Supervision. Contractor shall provide competent supervision of personnel employed on the job, use safe, high quality equipment, and consistently deliver quality Project Workmanship.

Safety. The Contractor shall comply with all applicable laws, rules and regulations pertaining to safety at the site and in connection with the Project Work. The Contractor shall implement reasonable safety measures for the safety of and provide protection from damage, loss or injury to persons at or about the site, the Project Work and materials/equipment to be incorporated therein,
whether in place or in progress and whether at or off the site and other property. If required by the District, the Contractor shall designate a supervisory employee to serve as the Safety Coordinator for the Project Work and who shall be responsible for oversight of the Contractor’s obligations hereunder.

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.

Inspection of Project Work. District representatives shall at all times have access to Project Work areas, whether it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

Documents. Parties hereunto subscribe to this Agreement, including all Agreement documents described below:

___ Scope of Project Work/Proposal (if not described above, document is attached hereto and made a part hereof).
___ Specifications (if not described above, document is attached hereto and made a part hereof.)
___ Other: ___________________________________________________________________

Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT
Santa Clarita Community College District, a California Community college district

CONTRACTOR
Southland Industries

By: ________________________________  By: ________________________________
Title: ______________________________  Title: ______________________________
BACKGROUND / ANALYSIS:
The Fair and Accurate Credit Transactions Act (FACTA) (Pub. L 108-159) and the “Red Flag” laws require creditors to develop and implement procedures for the identification, detection and response to patterns, practices or specific activities (“Red Flags”) that could indicate identity theft in student financial transactions.

A “creditor” in this instance includes government entities who defer payment for goods or services (for example, enrollment, payment plans for enrollment fees, bookstore accounts, parking tickets, financial aid, etc.). Because the Santa Clarita Community College District is considered a creditor in relations to students, the District is required to establish an “Identity Theft Prevention Program” (ITPP).

The proposed policy has been reviewed and endorsed by the College Policy Council, and is presented to the Board for a First Reading.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of Board Policy 5800 – Prevention of Identity theft in Student Financial Transactions, First Reading.

Submitted by:                Approval for submission to Board of Trustees:
Michael Wilding

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Michael Wilding
BP 5800  Prevention of Identity Theft in Student Financial Transactions

Reference:

Fair and Accurate Credit Transactions Act, (Pub.L. 108-159)

In compliance with the law, the Santa Clarita Community College District provides for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identity theft of students. The Chief Student Services Officer is directed to develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.

See Administrative Procedure 5800
AP 5800  Prevention of Identity Theft in Student Financial Transactions

Reference:  
*Fair and Accurate Credit Transactions Act, (Pub. L. 108-159)*

Note: This procedure is legally required.

5800.1 These procedures shall be administered by the Chief Student Services Officer (CSSO) or designee responsible for student financial transactions.

5800.2 Definitions

“Identity Theft Prevention Program” (ITPP) is a program designed to prevent identity theft in student financial transactions.

“Identity theft” is a fraud attempted or committed using identifying information of another person without authority.

A “creditor” includes government entities who defer payment for goods or services (for example, enrollment fees, payment plans for enrollment fees, bookstore accounts, parking tickets, financial aid, etc.).

“Deferring payments” refers to postponing payments to a future date and/or installment payments on finds or costs.

A “covered account” includes any new or existing account offered for personal, family or household purposes that includes or is designated to permit multiple payments or transactions (for example financial aid programs, enrollment fees, bookstore accounts, payment plans for enrollment fees, parking tickets, etc.).

“Red Flag” means a pattern, practice or specific activity that indicates the possible existence of identity theft. Detection or discovery of a “Red Flag” implicates the need to take action under this ITPP to help prevent, detect and correct identity theft.

“Person” means any individual who is receiving goods and/or services from the District and is making payments on a deferred basis for said goods and/or services or receiving financial aid payments.

“Sensitive Information” means any name or number that may be used alone, or in conjunctions with any other information, to identify a specific person including, but not limited to, name, social security number, ethnicity, date of birth, official state or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, bank account number, bank routing number, credit card number, credit card expiration date, card holder name or address, pay rate, direct deposit information, or student identification number.

5800.3 Purpose – The purpose of the Identity Theft Prevention Program (ITPP) is to control reasonable foreseeable risks to students from identity theft in student financial transactions, by providing for the identification, detection, and response to patterns, practices or specific activities (“Red Flags”) that could indicate identity theft. In so
doing, the District is complying with the regulatory requirements of the Federal Trade
Commission, which issued regulations known as the “Red Flag Rules” under the Fair
and Accurate Credit Transactions (FACT) Act, Sections 114 and 315 (16 CFR Part
681), amending the Fair Credit Reporting Act with the intent to reduce the risk of
identity theft.

5800.4 Securing Sensitive Student Information – These procedures apply to all District
students, faculty, staff and others granted use of District materials and systems.
Sensitive information elements shall never be used as a “key” to a system.

5800.5 Hard Copy Distribution – Each employee and contractor performing work for the
District shall comply with the following procedures:

A. File cabinets, desk drawers, overhead cabinets, and any other storage unit
   containing documents with sensitive information will be locked when left
   unsupervised.

B. Storage rooms containing documents with sensitive information and record
   retention areas will be locked at the end of each workday or when
   unsupervised.

C. Desks, workstations, work areas, printers, credit card machines, fax
   machines, and common shared work areas will be cleared of all documents
   containing sensitive information when not in use and when left unsupervised.

D. Whiteboards, blackboards, dry-erase boards, writing tablets, etc in common
   shared work areas will be erased, removed, or shredded when not in use.

E. When documents containing sensitive information are discarded, they will be
   placed inside a locked shred bin or immediately shredded using a District
   shredding device.

F. Sensitive information is never to be removed from the work area without the
   approval of the supervisor.

G. Sensitive information being scanned into the District’s document imaging
   data storage system or any electronic information storage system must be
   immediately returned to a secure location or shredded once scanning is
   complete. See Board Policy ____ and AP ______

H. Documents containing sensitive information must be picked up immediately
   if being printed to a common area printer.

5800.6 Electronic Distribution – Each employee and contractor performing work for the
District will comply with the following policies:

A. Internally, sensitive information may be transmitted using approved District e-
   mail. All sensitive information must be encrypted when stored in an electronic
   format.

B. Sensitive information sent externally must be encrypted and password
   protected and only to approved recipients.

5800.7 Detecting “Red Flags” for Potential Identity Theft
A. Risk Factors for Identifying “Red Flags”

1. The District will consider the following factors in identifying relevant “Red Flags”:
   a. The types of covered accounts the District offers or maintains;
   b. The methods the District provides to open the District’s covered accounts;
   c. The methods the District provide to access the District’s covered accounts; and
   d. The District’s previous experience(s) with identity theft.

B. Sources of “Red Flags”

1. The District will continue to incorporate relevant “Red Flags” into this ITPP from the following sources:
   a. Incidents of identity theft that the District has experienced;
   b. Methods of identity theft that the District identifies that reflect changes in identity theft risks; and
   c. Guidance from the District’s employees who identify changes in identity theft risks.

C. Categories of “Red Flags”

1. The following “Red Flags” have been identified for the District’s covered accounts.
   a. Alerts, notifications, or warnings from a Consumer Reporting Agency:
      1) A consumer reporting agency provides a notice of address discrepancy. An address discrepancy occurs when an address provided by a student or other person substantially differs from the one the credit reporting agency has on file. (See Section 5800.9.A.9 for specific steps that must be taken to address this situation.)
      2) A consumer reporting agency provides notice of a pattern of activity that is inconsistent with the history and usual pattern of activity of an applicant, such as:
         a) A recent and significant increase in the volume of inquiries;
b) An unusual number of recently established credit relationships;

c) A material change in the use of credit, especially with respect to recently established credit relationships; or

d) An account that was closed for cause or identified for abuse of account privileges by a creditor or financial institution.

b. Suspicious Documents:

1) Documents provided for identification appear to have been forged or altered.

2) The photography or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.

3) Other information on the identification is not consistent with the information provided by the person opening a new covered account or customer presenting the identification.

4) Other information on the identification is not consistent with readily accessible information that is on file with the District, such as a signature card or a recent check.

5) An application appears to have been altered or forged, or gives the appearance of having been destroyed or reassembled.

c. Suspicious Personally Identifying Information

1) Personal identifying information provided is inconsistent when compared against external information sources used by the District. For example:

   a) The address does not match any address in the consumer report; or

   b) The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration’s Death Master File.

2) Personal identifying information provided by a person is not consistent with other personal identifying information provided by a person.

3) Personal identifying information is associated with known fraudulent activity as indicated by internal or third-party sources used by the District. For example:

   a) The address of an application is the same as the address provided on a fraudulent application;
b) The phone number on an application is the same as the phone number provided on a fraudulent application.

4) Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the District. For example:
   a) The address on an application is fictitious, a mail drop, or a prison; or
   b) The phone number is invalid, or is associated with a pager or answering service.

5) The SSN provided is the same as that submitted by other persons currently being served by the District.

6) During the normal course of business, it is noticed that the address or telephone number provided is the same or similar to the address or telephone number submitted by an unusually larger number of other persons being served by the District.

7) The person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.

8) During the normal course of business, it is noticed that personal identifying information provided is not consistent with personal identifying information that is on file with the District.

9) The person opening the covered account cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

d. Unusual use of or suspicious activity relating to a covered account:

1) A new covered account is used in a manner that is commonly associated with known patterns or fraud patterns. (For example, a person makes a first payment, but there are no subsequent payments made.)

2) A covered account is used in a manner that is not consistent with established patterns of activity on the account. For example, there is:
   a) Nonpayment when there is no history of late or missed payments; or
   b) A material change in electronic fund transfer patterns in connection with a payment.
3) Mail sent to the person holding the covered account is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the person’s covered account.

4) The District is notified that the person is not receiving paper account statements.

5) The District is notified of unauthorized transactions in connection with a person’s covered account.

6) The District becomes aware of an electronic data security breach relating to a specific covered account.

e. Notices from customers/persons, victims of identity theft, law enforcement authorities, or other business about possible identity theft in connection with covered accounts:

1) The District is notified by a person with a covered account, a victim of identity theft, a law enforcement authority, or any other person, that it has opened a fraudulent account for a person engaged in identity theft.

5800.8 Measures to Detect “Red Flags”

A. The District shall do the following to aid in the detection of “Red Flags”:

1. When deemed necessary, the District shall obtain identifying information about, and information verifying the identity of, the student or other person seeking to open a covered account. Two forms of identification shall be obtained, at least one of which must be photo identification. The following are examples of the types of valid identification that a person may provide to verify the identity of the person seeking to open the covered account: valid state-issued driver’s license, valid state-issued identification card, current passport, a Social Security card, current resident lease, or copy of a deed to the person’s home or in voice/statement for property taxes.

2. Persons with covered accounts may make changes to personal information online by accessing their personal account with a user name and password.

5800.9 Preventing and Mitigating Identity Theft

A. One or more of the following measures, as deemed appropriate under the particular circumstances, shall be implemented to respond to “Red Flags” that are detected:

1. Once potentially fraudulent activity is detected, the staff member making the discovery shall gather all related documentation and write a description of the situation and present this information to their immediate supervisor for follow-up action as necessary.

2. Monitor the covered account for evidence of identity theft;
3. Contact the person who holds the covered account;

4. Change any passwords, security codes, or other security devices that permit access to a covered account;

5. Do not open a new covered account;

6. Close an existing covered account;

7. Do not attempt to collect on a covered account or not sell a covered account to a debt collector;

8. Notify law enforcement;

9. Where a consumer reporting agency provides an address for a consumer that substantially differs from the address that the consumer provided, the District shall take the necessary steps to form a reasonable belief that the District knows the identity of the person for whom the District obtained a credit report, and reconcile the address of the consumer with the credit reporting agency, if the District establishes a continuing relationship with the consumer, and regularly, and in the course of business, provides information to the credit reporting agency; or

10. Determine that no response is warranted under the particular circumstances.

5800.10 Updating the Identity Theft Prevention Program (ITPP)

A. The CSSO or designee shall review and revise as needed this ITPP on an annual basis to reflect changes in risks to the safety and soundness of the District from identity theft, based upon the following factors:

1. The experiences of the District with identity theft;

2. Changes in methods of identity theft;

3. Changes in methods to detect, prevent, and mitigate identity theft;

4. Changes in the types of covered accounts that the District maintains;

5. Changes in the business arrangements of the District, including service provider arrangements.

5800.11 Staff Training

A. New employees or contractors who may come into contact with accounts or personally identifiable information that may constitute a risk to the District or its customers must receive training in all elements of this policy.

B. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the District’s administrative procedures are made.

5800.12 Oversight of Service Provider/Contractor Arrangements
A. Whenever the District engages a service provider to perform an activity in connection with one or more covered accounts, the District shall take steps to ensure that the activity of the service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. To that end, the District shall require service contractors, by contract, to have policies and procedures to detect relevant “Ref Flags” that may arise in the performance of the service provider’s activities, and either report the “Red Flags” to the District, or take appropriate steps to prevent or mitigate identity theft.

B. A service provider or contractor that maintains its own identity theft prevention procedure, consistent with the guidance of the Red Flag” rules and validated by appropriate due diligence, may be considered to be meeting these requirements.

C. A service provider must provide an updated copy of its ITPP annually as part of the District’s annual review process.

5800.13 Methods for Administering the ITPP

A. Oversight of the ITPP by the CSSO or designee shall include:

1. Assigning specific responsibility for the ITPP’s implementation;

2. Reviewing reports prepared by the staff regarding compliance with the ITPP; and

3. Approving material changes to the ITPP as necessary to address changing identity theft risks.
BACKGROUND / ANALYSIS:
The College of the Canyons Foundation Board of Directors incorporated language into their by-laws in order to accommodate a representative (liaison) from the Santa Clarita Community College District Board of Trustees to their Board of Directors. This “member of the District’s Board of Trustees shall be an ex-officio non-voting director.”

The purpose of this structural change was to enhance communication and coordination of the District’s operations and functionality, as well as to offer both Boards the opportunity to provide background and/or historical information, and to share with each other their goals, ideas, and plans for the continued success of College of the Canyons.

The history of service is as follows:
- Ms. Joan MacGregor served as the Board’s liaison to the Foundation Board of Directors from September 2002 to June 2006.
- Ms. Michele Jenkins was appointed and served from June 2006 until May 2009.
- Mr. Bruce Fortine was appointed from May 2009 until June 2010.
- Mr. Scott Wilk was appointed on June 9, 2010 and has served for one year.

Per the procedures established by the Board at their meeting on May 12, 2009, this item is being placed on the agenda for the Board’s consideration of the appointment of this position for the 2011/12 year.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move to nominate a member of the Board of Trustees into this position and establish the alternate.
### AGENDA

**CATEGORY**  GENERAL

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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: