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 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/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 23, 2010

Closed Session will begin at 4:30 p.m.
Open Session will begin at 6:00 p.m. (public welcome).

1. PRELIMINARY FUNCTIONS
   1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items
   1.2 CLOSED SESSION
      1.2a Conference with Labor Negotiator (pursuant to Government Code §54957.6)
          Santa Clarita Community College District Representative: Mr. Jim Schrage
          California Schools Employee Association (CSEA)
      1.2b 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)
      1.2c Conference with Real Property Negotiator(s) (pursuant to Government Code §54956.8)
          Property: 27911 Sloan Canyon Road, Castaic CA
          Agency Negotiator: Dr. Michael Wilding
          Under Negotiation: Terms and Price of Agreement
   1.3 Flag Salute
   1.4 Approval of Agenda
   1.5 Welcome to Guests/Recognition of Staff Representative(s)
      It is the desire of the Board to afford members of the audience an opportunity to speak to any item ON THE AGENDA. Audience members may address the Board at this time. When acknowledged by the President of the Board, the speaker should state name, affiliation (if any) and the item on the agenda to be addressed. (Audience members may also request to speak to an agenda item being considered by the Board during the course of the meeting through recognition by the President of the Board.)
   1.6 Approval of Minutes
      • June 9, 2010 – Business Meeting
   1.7 Recognition

FULL AGENDA BOOK - PAGE 1
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 Renewal of Contract with Henry Mayo Newhall Memorial Hospital for Funding of a Full-time Nursing Instructor for 2010-2011
3.2 Approval of Renewal of Contract Between Santa Clarita Community College District and Catholic Healthcare West System (Allied Health)
3.3 Approval of Summer and Fall 2010 Instructional Field Trips
3.4 Approval of Renewal of Agreement Between Santa Clarita Community College District and Long Beach Community College District for SBDC Services
3.5 Approval of Resolution 2009/10-19: State Preschool Program Contract CSPP-0263
3.6 Approval of Resolution 2009/10-20: General Child Card Contract CCTR-0144
5.1 Approval of Travel Authorizations Schedule T 09/10-20
5.2 Approval of Travel Authorizations Schedule T 10/11-1
5.3 Approval of Renewal of Independent Contract Agreement Between Santa Clarita Community College District and Mr. Jesse Munoz, Freelance Writer And Photographer
5.4 Approval/Ratification of Interfund Transfers
6.1 Approval of Contract for Modernization Project for PE West Swimming Pool Pump Motor (Sea Clear Pools, Inc.)
6.2 Approval of Contract for Pest Control Services (Vertex Pest Solutions)
6.3 Approval of Notice of Completion for Y-Building Re-Roofing Project
6.4 Approval of Contract for Water Treatment Services for the Bonelli Hall Plant (Nalco Company)
6.5 Approval of Contract for Water Treatment Services for the North and South Plants (Water in Motion, Inc.)
6.6 Approval of Contract for DSA Inspection Service for the Mentry Hall Third Floor Remodel Project
7.1 Approval of Personnel Schedule PERS 2009/2010-19
7.2 Approval of On-Site Supervisor Agreements for Education Services Between Santa Clarita Community College District and the Los Angeles County Fire Department and the Los Angeles County Sheriff’s Department
8.1 Approval of Renewal of Agreement Between Santa Clarita Community College District and 1099 Pro, Inc.
8.2 Approval of Renewal of Maintenance Agreement Between Santa Clarita Community College District and Hershey Systems, Inc. for Document Imaging System
8.3 Approval of Renewal of Agreement Between Santa Clarita Community College District and Datatel, Inc. for the Maintenance on Datatel Partner Specific Products
8.4 Approval of Renewal of Agreement Between Santa Clarita Community College District and Datatel, Inc. for Maintenance on Datatel Software Modules
8.5 Ratification of Agreement Between Santa Clarita Community College District and Dell, Incorporated for Microsoft Exchange Email System Upgrade
8.6 Approval of Renewal of Agreement Between Santa Clarita Community College District and Ex Libris (USA), Incorporated for Voyager Library Catalog Software
8.7 Approval of Renewal of Agreement Between Santa Clarita Community College District and HPM Networks
8.8 Approval of Renewal of Agreement Between Santa Clarita Community College District and The Learning Edge North America, Inc. (EQUELLA)
8.9 Approval of Renewal of Co-Location Lease Agreement Between Santa Clarita Community College District and NE Systems, Inc.
8.10 Approval of Maintenance Renewals Between Santa Clarita Community College District and NE Systems Inc.
3. **INSTRUCTIONAL SERVICES**
   3.7 Ratification of Contract Agreement with Boston Reed College for Pharmacy Technician Program Through Community Education
   3.8 Approval of Extension of Instructional Services Agreement (ISA) Regarding Educational Courses Between Santa Clarita Community College District and the Los Angeles County Sheriff's Department

4. **STUDENT SERVICES**
   None.

5. **BUSINESS SERVICES**
   5.5 Presentation and Adoption of the Santa Clarita Community College District's 2010-2011 Tentative Budget

6. **PHYSICAL PLANT, FACILITIES, and CONSTRUCTION**
   6.7 Approval of Contract for Environmental Services (Atkins Environmental H.E.L.P., Inc.)
   6.8 Approval to Award Bids for the Applied Technology Education Center at the Canyon Country Campus
   6.9 Approval of Contract for Architectural Services for the Final Project Proposal for Building Two at the Canyon Country Campus
   6.10 Approval of Addendum #01 to the Executive Architect Contract for the Library Expansion Construction Project (PBWS Architects)
   6.11 Approval of Contract for Construction Management for the Library Expansion Construction Project (Klassen Corporation)
   6.12 Approval of Addendum #09 to the Design/Build Contract for the Mentry Hall Expansion Project (Klassen Corporation)
   6.13 Approval of Resolution 2009/10-21: Emergency Work for Seco Hall HVAC Replacement Project
   6.14 Approval of Purchase Order for HVAC Equipment for Seco Hall (Trane U.S., Inc.) for Emergency Work

7. **HUMAN RESOURCES**
   7.3 Presentation of the California School Employees Association (CSEA) Chapter 725 Re-Opener Proposal for FY10/11

8. **INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES**
   8.11 Approval of Agreement Between Santa Clarita Community College District and Governet, Inc. for the Purchase of Curriculum Management (CurricUNET) and Student Learning Outcomes Tracking Software

9. **POLICIES AND PROCEDURES**
   9.1 Approval of Board Policy (BP) 3890 – Disclosing Financial Interests Relevant to Federally Sponsored Projects, Second Reading

10. **GENERAL**
    10.1 Approval of University Center Educational Program Agreement Between Santa Clarita Community College District and The American College
    10.2 Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items
11. **REPORTS**
   
   11.1 Academic Senate Report ORAL
   11.2 Classified Senate Report ORAL
   11.3 Other Organization/Committee Reports ORAL
   11.4 Board Liaison Committee Member Report ORAL
   11.5 Chancellor’s Report ORAL
   11.6 Reports and/or Announcements by Board Members, Student Trustee, and/or Staff on Meetings and Conferences Attended ORAL
   11.7 Comments by Members of the Audience on Any Item NOT ON THE AGENDA ORAL
   11.8 New Requests/Recap of Requests Made During the Meeting by Board Members to Have an Item Placed On A Future Agenda ORAL

12. **ANNOUNCEMENT OF NEXT REGULAR BUSINESS MEETING** –

   Wednesday, July 14, 2010 –Business Meeting, Closed Session 4:30pm, Open Session 6:00pm, Board Meeting Room, Hasley Hall 137 (HSLH-137), College of the Canyons).

   **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 Renewal of Contract with Henry Mayo Newhall Memorial Hospital for Funding of a Full-time Nursing Instructor for 2010-2011

ACTION/CONSENT

BACKGROUND / ANALYSIS:
Henry Mayo Newhall Memorial Hospital (HMNMH) has been funding a full time nursing instructor for College of the Canyons since 2002. This allows for the maintenance of the growth in the nursing program. In the original contract, HMNMH was only going to fund this position for 2 years for COC, but has extended this contract and their decision to fund this instructor position for us on an annual basis. In return, College of the Canyons places our students in HMNMH to provide outstanding training and promotion of the hospital.

This year the contract provides $116,500 to pay salary and benefits to a tenured nursing faculty. Copies of the contract are available from the Instruction Office upon request.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of renewal of contract with Henry Mayo Newhall Memorial Hospital for Funding of a Full-time Nursing Instructor for 2010-2011.

Submitted by: Sue Albert
Dean, Allied Health

Recommended by:
Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
AGREEMENT FOR THE FUNDING OF A FULL-TIME NURSING INSTRUCTOR POSITION

By and Between
Henry Mayo Newhall Memorial Hospital
And the
Santa Clarita Community College District

THIS AGREEMENT IS HEREBY entered into between Henry Mayo Newhall Memorial Hospital ("Hospital") and Santa Clarita Community College District ("District") for the purpose of providing funding for the full-time instructor position in nursing in order to contribute to the continuation of quality health care services in the Santa Clarita Valley. This collaboration will increase the capacity for the Registered Nursing (RN) training, help Hospital attract and retain new grad RNs, support Certified Nursing Assistant (CNA) and Licensed Vocational Nursing (LVN) through a nursing career, and train nurses for specialty units, such as, Critical Care and Operating Room, as well as develop curriculum and enrollment for other nursing and clinical education programs when operationally feasible.

Hospital will:

1. Fund the actual salary and benefits' costs of the position identified above for a period of one (1) academic year, 2010/2011, at a cost not to exceed $116,500. Funds shall be paid to the College of the Canyons (COC) Foundation.
2. Funding from Hospital for the cost of the position will commence on October 1, 2010, and will be invoiced by the COC Foundation in ten (10) installments. Payments will be due from Hospital on the tenth (10th) of each month commencing with October 10, 2010. Adjustments reflecting any contractual changes in the instructor's annual salary and/or fringe benefits will be made, as appropriate, in the monthly invoice. The total of the ten (10) installments, including adjustments, will not exceed $116,500.
3. In order to facilitate the expansion of the Nursing Program at the District and maximize the impact of the teaching position, Hospital will provide adequate space on its campus for a teaching laboratory for the use of the District's Nursing Program.

District will:

1. Provide on-site instruction at Hospital.
2. Coordinate program enrollment with other area hospitals to meet minimum participation for RN specialty training.
3. Promote Hospital work-study and financial assistance programs and employment opportunities.
4. Provide Hospital lists of potential pre-hires into the hospital as unlicensed assistive personnel prior to beginning RN training.
5. Recruit participants for the weekend/evening RN program with work-study employment status at Hospital.
6. Provide Hospital access to the Grants' Development Office for the development of grant opportunities related to the Allied Health training program needs at the District.

THIS AGREEMENT may be modified upon mutual agreement of the parties upon thirty (30) days written notice.

IN WITNESS WHEREOF, the undersigned have executed this Agreement:

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:  MITJL CAPET
Authorized Representative
Print Name
Print Title
Board Meeting-Date of Approval/Ratification: 06-23-10

HENRY MAYO NEWHALL MEMORIAL HOSPITAL

BY: 
Authorized Representative
Print Name
Print Title

FULL AGENDA BOOK - PAGE 6
BACKGROUND / ANALYSIS:
This item is for a fourth amendment to our existing contract with Catholic Healthcare West (CHW), which was originally signed August 31, 2006. This amendment will allow College of the Canyons nursing students, nurse aid students, EMT students and all Allied Health students to gain clinical skills at the Catholic Healthcare West facilities, which also includes Northridge Hospital.

This amendment clarifies the requirements for the background check. It requires more recent background checks and the removal of the student if they show up on the General Services Administration list of parties excluded from participation in federal health care programs. This is becoming a requirement of all hospitals since they are recipients of federal funds. The background checks provide safety for the facility and the patients by not having people with questionable backgrounds care for them.

The amendment also extends the duration of the contract from July 1, 2010 to August 31, 2011. Many hospitals are moving to shorter contracts, and this is becoming more important as the issues with the new federal healthcare policies are implemented. Copies of the renewal of the contract are available from the Instruction Office.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of renewal of contract between Santa Clarita Community College District and California Healthcare West System (Allied Health)

Submitted by: Sue Albert
Dean Allied Health

Recommended by:
Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
FOURTH AMENDMENT TO
EDUCATION AFFILIATION AGREEMENT

THIS FOURTH AMENDMENT TO EDUCATION AFFILIATION AGREEMENT ("Fourth Amendment") is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation on behalf of certain of its facilities, Bakersfield Memorial Hospital, a California nonprofit public benefit corporation (individually "Hospital" and collectively "Hospitals"), and Santa Clarita Community College District ("Entity"), amending that certain Education Affiliation Agreement entered into by the parties and dated effective August 15, 2006 (the "Agreement").

RECITALS

WHEREAS, Hospitals and Entity desire to amend the Agreement to provide for certain changes in their obligations hereunder and to enter into this Fourth Amendment in order to document those mutually agreed upon changes.

FOURTH AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby amend Section 3.15 of the Agreement to read as follows:

"Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and every six (6) months thereafter, and shall provide proof to Hospital that Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that Entity, and no Student or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement."

1

PAS-84053-225244
2. The parties hereby amend the first sentence of Section 8 of the Agreement to read as follows:

"Term. Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective July 1, 2010 ("Renewal Effective Date") through August 31, 2011, commencing on the Renewal Effective Date, unless sooner terminated as otherwise provided for hereunder, and may be renewed by mutual written agreement of the parties."

3. The parties hereby amend Section 1 of Exhibit A of the Agreement, by adding "Dietary Internship Program."

4. The parties hereby amend Attachment A of the Agreement, by replacing with Attachment A, attached hereto and incorporated herein by this reference.

5. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this Fourth Amendment, the Agreement shall remain in full force and effect.

6. This Fourth Amendment may be executed by the parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE TO FOURTH AMENDMENT TO EDUCATION AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed at Pasadena, California to be effective as of the Renewal Effective Date.

Hospitals: Catholic Healthcare West, a California nonprofit public benefit corporation

By: ____________________________

Its: Vice President, Financial Operations

Date: ________________________, 2010

Bakersfield Memorial Hospital, a California nonprofit public benefit corporation

By: ____________________________

Its: Catholic Healthcare West, Vice President, Financial Operations

Date: ________________________, 2010

Entity:

Santa Clarita Community College District

By: ____________________________

Its: ____________________________

Date: ________________________, 2010
ATTACHMENT A

Hospitals

- Catholic Healthcare West doing business as California Hospital Medical Center
- Catholic Healthcare West doing business as Glendale Memorial Hospital and Health Center
- Catholic Healthcare West doing business as Northridge Hospital Medical Center
- Catholic Healthcare West doing business as St. Bernardine Medical Center
- Catholic Healthcare West doing business as Arroyo Grande Community Hospital
- Catholic Healthcare West doing business as French Hospital Medical Center
- Catholic Healthcare West doing business as Marian Medical Center
- Bakersfield Memorial Hospital
AGENDA
CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Summer and Fall 2010 Instructional Field Trips

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

The Summer and Fall 2010 instructional field trips are presented for the Board of Trustees’ consideration and approval. These field trips are approved as part of the course curriculum and meet Federal and Title V disclosure rules.

A complete list of field trips is available upon request from the Instruction Office.

FISCAL IMPLICATIONS:

None.

RECOMMENDATIONS:

Move approval of Summer and Fall 2010 Instructional Field Trips.

Submitted by: Audrey Green
Assoc. VP, Academic Affairs

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

Recommended by:

Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
<table>
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<th>Section Name</th>
<th>Class Types</th>
<th>DAYS</th>
<th>Start</th>
<th>End</th>
<th>Meeting Sta</th>
<th>Meeting E</th>
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<td>06/07/10</td>
<td>07/08/10</td>
<td>BYKH-113</td>
<td></td>
<td></td>
<td></td>
<td>This course includes an optional field trip. Friday, June 25 to Sunday, June 27 is a 3-day, 2-night trip to the Eastern Sierra region of CA. This trip includes multiple stops - approximately 800 miles RT from SCV. Any transportation, food, or lodging is the responsibility of the student. Textbook: Physical Geography California, by Hess 2nd Edition ISBN:9780558564667</td>
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<td>FLDTRP</td>
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<td>BYKH-113</td>
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<td>This course includes an optional field trip. Friday, June 25 to Sunday, June 27 is a 3-day, 2-night trip to the Eastern Sierra region of CA. This trip includes multiple stops - approximately 800 miles RT from SCV. Any transportation, food, or lodging is the responsibility of the student. Textbook: Physical Geography - Lab Manual, by McNight, 9th edition ISBN:9780132381130</td>
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<td>06/07/10</td>
<td>07/07/10</td>
<td>BYKH-109</td>
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<td>This course includes an optional field trip on Thursday, June 24, from noon-4pm at Towsley Canyon, Newhall. Transportation is the</td>
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<td>Course Code</td>
<td>Type</td>
<td>Days</td>
<td>Time</td>
<td>Start Date</td>
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<td>06/07/10</td>
<td>07/08/10</td>
<td>Devlahovich, V</td>
<td>CCC-400</td>
<td>This course includes an optional field trip on Thursday, June 24, from noon-4pm at Towsley Canyon, Newhall. Transportation is the responsibility of the student - approximately 10 miles RT from Valencia Campus. Free parking is available. Textbook: Laboratory Manual in Physical Geology, 8th edition by Busch ISBN: 97870136007715</td>
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<td>Devlahovich, V</td>
<td>BYKH-105</td>
<td>This course includes an optional field trip on Thursday, June 24, from noon-4pm at Towsley Canyon, Newhall. Transportation is the responsibility of the student - approximately 10 miles RT from Valencia Campus. Free parking is available. Textbook: Visualizing Physical Geology Custom, by Stabler ISBN: 9.78047E+12</td>
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<td>MTH</td>
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<td>07/19/10</td>
<td>08/14/10</td>
<td>Devlahovich, V</td>
<td>BYKH-113</td>
<td>FIELD STUDIES SECTION: Includes campus meetings, online course work, and on-site field study in Mammoth Lakes, CA. On campus meetings will be held Monday, 7/19/10 from 6:00 pm - 7:30 pm and Thursday, 7/29/10, from 6:00 pm - 7:30 pm. MANDATORY field studies activity will be held at Pine Glen Campground in Mammoth Lakes, CA 7/22-7/25/10. The field study activity will replace 12 hours of classroom work. Students are responsible for their own food, transportation, and camping gear. Please visit <a href="http://www.canyons.edu/fieldstudies">www.canyons.edu/fieldstudies</a> for information regarding student responsibilities and requirements. LEARNING COMMUNITY: these are Learning Community sections. Learning Communities involve clustering two or more classes around a common theme. This class is paired with PHOTO-150-76282. The theme for this learning community is 'Pics &amp; Shovels: the historical and modern interdisciplinary approach to geology and photography.' Students are required to enroll in both sections. Textbook: Visualizing Earth Science Custom by, Merali ISBN: 9.78047E+12</td>
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<td>07/19/10</td>
<td>08/14/10</td>
<td>Brill-Wynko, W</td>
<td>BYKH-113</td>
<td>FIELD STUDIES SECTION: Includes campus meetings, online course work, and on-site field study in Mammoth Lakes, CA. On campus meetings will be held Monday, 7/19/10 from 7:40 pm - 9:10 pm and Thursday, 7/29/10, from 7:40 pm - 9:10 pm. MANDATORY field studies activity will be held at Pine Glen Campground in Mammoth Lakes, CA 7/22-7/25/10. The field study activity will replace 12 hours of classroom work. Students are responsible for their own food, transportation, and camping gear. Please visit <a href="http://www.canyons.edu/fieldstudies">www.canyons.edu/fieldstudies</a> for information regarding student responsibilities and requirements. LEARNING COMMUNITY: these are Learning Community sections. Learning Communities involve clustering two or more classes around a common theme. This class is paired with PHOTO-150-76282. The theme for this learning community is 'Pics &amp; Shovels: the historical and modern interdisciplinary approach to geology and photography.' Students are required to enroll in both sections. Textbook: Visualizing Earth Science Custom by, Merali ISBN: 9.78047E+12</td>
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<td>08:00PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Sanver-Wang, D</td>
<td>CCC-310</td>
<td>HYBRID CLASS. Mandatory orientation on 8/24 (5:00PM-5:45PM) in CANYON COUNTRY CAMPUS on Sierra Highway.</td>
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<td>12/11/10</td>
<td>Nishiyama, G</td>
<td>CCC-310</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
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<td>Jesu, K</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
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<td>12/11/10</td>
<td>Crowther, S</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77553</td>
<td>FLDTRP</td>
<td>MW</td>
<td>09:30AM</td>
<td>10:50AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Jesu, K</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77555</td>
<td>FLDTRP</td>
<td>TTH</td>
<td>09:30AM</td>
<td>10:50AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Medina-Lope, P</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77546</td>
<td>FLDTRP</td>
<td>MW</td>
<td>11:00AM</td>
<td>02:00PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Crowther, S</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77547</td>
<td>FLDTRP</td>
<td>MW</td>
<td>05:00PM</td>
<td>06:20PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Crowther, S</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77552</td>
<td>FLDTRP</td>
<td>MW</td>
<td>06:00PM</td>
<td>07:20PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Carleton, C</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77548</td>
<td>FYE</td>
<td>MW</td>
<td>12:50PM</td>
<td>02:10PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Chari, J</td>
<td>CCC-310</td>
<td>FYE CLASS. This class is for FYE students. Visit <a href="http://www.canyons.edu/fye">www.canyons.edu/fye</a> for more information. Optional field trip to Towsley Canyon and Los Angeles Zoo during the week of November 1st and 22nd. $15.00 entrance fee. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77556</td>
<td>FLDTRP</td>
<td>TTH</td>
<td>01:00PM</td>
<td>02:20PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Lobos, J</td>
<td>ALLH-104</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77549</td>
<td>FLDTRP</td>
<td>MW</td>
<td>12:50PM</td>
<td>02:10PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Sloan, K</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77554</td>
<td>FLDTRP</td>
<td>MW</td>
<td>07:45AM</td>
<td>10:45AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Sloan, K</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77551</td>
<td>FLDTRP</td>
<td>TTH</td>
<td>09:30AM</td>
<td>10:50AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Medina-Lope, P</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77555</td>
<td>FLDTRP</td>
<td>W</td>
<td>11:00AM</td>
<td>02:00PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Crowther, S</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77547</td>
<td>FLDTRP</td>
<td>MW</td>
<td>06:30PM</td>
<td>09:30PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Crowther, S</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77552</td>
<td>FLDTRP</td>
<td>MW</td>
<td>06:00PM</td>
<td>07:20PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Carleton, C</td>
<td>ALLH-108</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-100-77561</td>
<td>FLDTRP</td>
<td>MW</td>
<td>09:30AM</td>
<td>10:50AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Rose, B</td>
<td>ALLH-101</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-106-77561</td>
<td>FLDTRP</td>
<td>MW</td>
<td>11:00AM</td>
<td>02:00PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Rose, B</td>
<td>ALLH-101</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-106-77563</td>
<td>FLDTRP</td>
<td>MW</td>
<td>09:30AM</td>
<td>10:50AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Rose, B</td>
<td>ALLH-101</td>
<td>Optional field trip to the Cabrillo Marine during the week of November 1st; $7.00 donation fee plus gas mileage. This class meets at the CANYON COUNTRY CAMPUS on Sierra Highway.</td>
</tr>
<tr>
<td>BIOSCI-106-77557</td>
<td>FIELD</td>
<td>TTH</td>
<td>11:00AM</td>
<td>12:20PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Chari, J</td>
<td>ALLH-101</td>
<td>FIELD STUDIES CLASS. Classes include meetings on campus; field trips; and may require online instruction as a component of the course. The field trip is a weekend to Camp Tahquitz; south of Big Bear on 10/8 to 10/10 (Tuesday Lab). Trip replaces 12</td>
</tr>
<tr>
<td>Course Code</td>
<td>Type</td>
<td>Day/Time</td>
<td>Dates</td>
<td>Location</td>
<td>Instructor</td>
<td>Description</td>
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<tr>
<td>BIOSCI-106-77565</td>
<td>HYBRID</td>
<td>TH 11:00AM-11:45AM</td>
<td>08/26/10-08/26/10</td>
<td>Foote, A</td>
<td>BYKH-211</td>
<td>HYBRID Class; mandatory orientation on 8/26 (11:00AM-11:45AM) on campus hours. Fee: $41.00 for meals plus gas mileage. Optional field trip to observe tide pools in Latigo Shore, Malibu on November 5th. $12 gas mileage.</td>
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<tr>
<td>BIOSCI-106-77567</td>
<td>FIELD</td>
<td>TTH 11:00AM-12:20PM</td>
<td>08/23/10-12/11/10</td>
<td>Chari, J</td>
<td>ALLH-101</td>
<td>FIELD STUDIES CLASS. Classes include meetings on campus; field trips; and may require online instruction as a component of the course. The field trip is a weekend to Camp Tahquitz; south of Big Bear on 9/24 to 9/26 (Thursday Lab). Trip replaces 12 on-campus hours. Fee: $41.00 for meals plus gas mileage. Optional field trip to observe tide pools in Latigo Shore, Malibu on November 5th. $12 gas mileage.</td>
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<tr>
<td>BIOSCI-106-77560</td>
<td>FLDTRP</td>
<td>TTH 12:40PM-02:00PM</td>
<td>08/23/10-12/11/10</td>
<td>Gimple, P</td>
<td>BYKH-105</td>
<td>Optional field trip to the Cabrillo Marine; $7.00 donation and parking fee during the week of November 1st.</td>
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<tr>
<td>BIOSCI-106-77558</td>
<td>FLDTRP</td>
<td>TTH 05:00PM-06:20PM</td>
<td>08/23/10-12/11/10</td>
<td>Anderson-Mc, T</td>
<td>BYKH-205</td>
<td>Optional field trip to the Cabrillo Marine; $7.00 donation and parking fee during the week of November 1st.</td>
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<tr>
<td>GEOG-101-76685</td>
<td>FLDTRP</td>
<td>TTH 08:00AM-09:20AM</td>
<td>08/23/10-12/11/10</td>
<td>Bates, M</td>
<td>BYKH-113</td>
<td>Two optional field trips are offered. Any transportation, food, or expenses are the responsibility of the student. Saturday, Oct. 2 is a one-day trip along the San Andreas Fault in the Antelope Valley. It will include stops at multiple locations - approximately 125 miles RT from SCV. Saturday, Nov. 20 is a one-day trip to the Santa Barbara area - approximately 175 miles RT from SCV.</td>
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<tr>
<td>GEOG-101-76684</td>
<td>FLDTRP</td>
<td>TTH 09:30AM-10:50AM</td>
<td>08/23/10-12/11/10</td>
<td>Bates, M</td>
<td>BYKH-113</td>
<td>Two optional field trips are offered. Any transportation, food, or expenses are the responsibility of the student. Saturday, Oct. 2 is a one-day trip along the San Andreas Fault in the Antelope Valley. It will include stops at multiple locations - approximately 125 miles RT from SCV. Saturday, Nov. 20 is a one-day trip to the Santa Barbara area - approximately 175 miles RT from SCV.</td>
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<tr>
<td>GEOG-101-76680</td>
<td>FLDTRP</td>
<td>MW 11:10AM-12:30PM</td>
<td>08/23/10-12/11/10</td>
<td>Bates, M</td>
<td>CCC-311</td>
<td>Two optional field trips are offered. Any transportation, food, or expenses are the responsibility of the student. Saturday, Oct. 2 is a one-day trip along the San Andreas Fault in the Antelope Valley. It will include stops at multiple locations - approximately 125 miles RT from SCV. Saturday, Nov. 20 is a one-day trip to the Santa Barbara area - approximately 175 miles RT from SCV.</td>
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<tr>
<td>Course Code</td>
<td>Field Trip Type</td>
<td>Days</td>
<td>Time</td>
<td>Date</td>
<td>Location</td>
<td>Instructor</td>
<td>Notes</td>
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<tr>
<td>GEOG-101-76682</td>
<td>FLDTRP</td>
<td>TTH</td>
<td>11:10AM - 12:30PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Bates, M</td>
<td>BYKH-113</td>
<td>Two optional field trips are offered. Any transportation, food, or expenses are the responsibility of the student. Saturday, Oct. 2 is a one-day trip along the San Andreas Fault in the Antelope Valley. It will include stops at multiple locations - approximately 125 miles RT from SCV. Saturday, Nov. 20 is a one-day trip to the Santa Barbara area - approximately 175 miles RT from SCV.</td>
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</tr>
<tr>
<td>GEOG-101L-76690</td>
<td>FLDTRP</td>
<td>T</td>
<td>11:10AM - 02:10PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Bates, M</td>
<td>BYKH-113</td>
<td>An optional three-day field trip to the Eastern Sierra and Mammoth Lakes region is offered from Friday, Oct. 15 to Sunday Oct. 17. This trip includes multiple stops and is approximately 600 miles RT from SCV. All transportation, food, and lodging is the responsibility of the student.</td>
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<tr>
<td>GEOG-101L-76691</td>
<td>FLDTRP</td>
<td>MW</td>
<td>12:50PM - 02:10PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Bates, M</td>
<td>CCC-311</td>
<td>An optional three-day field trip to the Eastern Sierra and Mammoth Lakes region is offered from Friday, Oct. 15 to Sunday Oct. 17. This trip includes multiple stops and is approximately 600 miles RT from SCV. All transportation, food, and lodging is the responsibility of the student.</td>
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<tr>
<td>GEOG-101L-76688</td>
<td>FLDTRP</td>
<td>T</td>
<td>02:20PM - 05:20PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Bates, M</td>
<td>BYKH-113</td>
<td>An optional three-day field trip to the Eastern Sierra and Mammoth Lakes region is offered from Friday, Oct. 15 to Sunday Oct. 17. This trip includes multiple stops and is approximately 600 miles RT from SCV. All transportation, food, and lodging is the responsibility of the student.</td>
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<tr>
<td>GEOG-102-76692</td>
<td>FLDTRP</td>
<td>MW</td>
<td>11:10AM - 12:30PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Youhanna, A</td>
<td>BYKH-113</td>
<td>An optional one-day field trip Metrolink/walking tour of Downtown Los Angeles is offered Sat. Nov 6. Transportation and food is the responsibility of the student. RT Metrolink fare from Newhall to L.A. Union Station is about $11.50.</td>
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<tr>
<td>GEOG-102-76694</td>
<td>FLDTRP</td>
<td>MW</td>
<td>12:50PM - 02:10PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Youhanna, A</td>
<td>BYKH-113</td>
<td>An optional one-day field trip Metrolink/walking tour of Downtown Los Angeles is offered Sat. Nov 6. Transportation and food is the responsibility of the student. RT Metrolink fare from Newhall to L.A. Union Station is about $11.50.</td>
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</tr>
<tr>
<td>GEOL-101-76704</td>
<td>FIELD</td>
<td>T</td>
<td>09:30AM - 12:30PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Devlahovich, V</td>
<td>BYKH-109</td>
<td>FIELD STUDIES CLASS. Includes campus meetings and on-site field study at the Camp Tahquitz Field Station, south of Big Bear. On campus meetings (9:30 am - 12:30 pm) will be held on Tuesdays, 8/24, 9/14, 10/12, and 11/9 in BYKH-109. Two MANDATORY field station activities will be held on Sept 10-12 and Nov 5-7. The</td>
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<tr>
<td>Course Code</td>
<td>Type</td>
<td>Days</td>
<td>Time</td>
<td>Start Date</td>
<td>End Date</td>
<td>Instructor</td>
<td>Room</td>
<td>Description</td>
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<tr>
<td>GEOL-109-76715</td>
<td>HYBRID</td>
<td>M</td>
<td>02:20PM - 05:20PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Devlahovich, V</td>
<td>BYKH-109</td>
<td>MANDATORY field station activities will replace 12 hours of on-campus time. Students are responsible for their own food and transportation. Please visit <a href="http://www.canyons.edu/fieldstudies">www.canyons.edu/fieldstudies</a> for information regarding student responsibilities and requirements.</td>
<td>Field study at the Camp Tahquitz Field Station, south of Big Bear. On campus meetings (2:20pm - 5:20pm) will be held Mondays, 10/11, 10/25, 11/08, and 11/29 in BYKH-109. Two MANDATORY field station activities will be held on 10/22-24 and 11/19-21. The field station activities will replace 12 hours of on-campus time. Students are responsible for their own food and transportation. Please visit <a href="http://www.canyons.edu/fieldstudies">www.canyons.edu/fieldstudies</a> for information regarding student responsibilities and requirements. This is a Learning Community section. Learning Communities are where two or more classes cluster around a common theme. This class is paired with PHOTO-150-77615. Students are required to enroll in this section as well.</td>
</tr>
<tr>
<td>HRMGT-101-76513</td>
<td>FLDTRP</td>
<td>MW</td>
<td>08:00AM - 09:20AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Anthony, K</td>
<td>MENH-334</td>
<td>Optional field trip to Disneyland on 11/5; $70.00 entrance fee. Transportation and food is the responsibility of the student.</td>
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</tr>
<tr>
<td>ID-113-77333</td>
<td>FLDTRP</td>
<td>MW</td>
<td>05:00PM - 09:45PM</td>
<td>10/18/10</td>
<td>12/08/10</td>
<td>Minarsch, D</td>
<td>MENH-223</td>
<td>Optional field trip to Marty's Flooring in Valencia and California Tile in Newhall on 11/4. Transportation and food is the responsibility of the student. ID 101 satisfies the prerequisite for ID 113.</td>
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<tr>
<td>PHOTO-098F-77614</td>
<td>FIELD</td>
<td>M</td>
<td>04:00PM - 07:00PM</td>
<td>08/30/10</td>
<td>10/04/10</td>
<td>Brill-Wynko, W</td>
<td>HSLH-133</td>
<td>On campus meetings (4:00pm - 7:00pm) on Mondays, 8/30, 9/13 &amp; 10/4. OPTIONAL on-location field trip will be held at Watchman Campground in Springdale, Utah, 9/23 - 9/26. Students are responsible for arranging their own transportation and camping equipment. Please contact Wendy Brill-Wynkoop at <a href="mailto:wendy.brill@canyons.edu">wendy.brill@canyons.edu</a> for more information.</td>
<td>Field study at the Camp Tahquitz Field Station; south of Big Bear. On campus meetings (2:20 pm - 5:20 pm) will be held Wednesdays; 10/13; 10/27; 11/10; and 12/1 in BYKH-109. MANDATORY field station activities will be held on 10/22-24 and 11/19-21. The field station activity will replace 12 hours of on-campus time. Students are responsible for their own food and transportation. Please visit <a href="http://www.canyons.edu/fieldstudies">www.canyons.edu/fieldstudies</a> for information regarding student responsibilities and requirements. This is a Learning Community section. Learning Communities are where two or more classes cluster around a common theme. This class is paired with PHOTO-150-77615. Students are required to enroll in this section as well.</td>
</tr>
<tr>
<td>Class Code</td>
<td>Type</td>
<td>Days</td>
<td>Time</td>
<td>Start Date</td>
<td>End Date</td>
<td>Instructor</td>
<td>Notes</td>
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<tr>
<td>REC-103-76679</td>
<td>FIELD STUDIES</td>
<td>TTH</td>
<td>09:30AM - 10:50AM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Hyatt, R</td>
<td>BYKH-206</td>
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<td>Mandatory on location field study will take place at Camp Tahquitz, south of Big Bear; 10/22-10/24. The field study class will replace 12 hours of on-campus class time. Students are responsible for arranging their own transportation. Please visit <a href="http://www.canyons.edu/fieldstudies">www.canyons.edu/fieldstudies</a> for information regarding student responsibilities and requirements.</td>
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<tr>
<td>SIGN-101-77528</td>
<td>FLDTRP</td>
<td>MW</td>
<td>12:15PM - 02:10PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Applen, B</td>
<td>TWSH-107</td>
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<td>Field trip to BJ’s Restaurant Brewhouse located at 24320 Town Center, Santa Clarita on Wednesday, December 8, 2010. This will be a culminating event for students to apply their acquired language skills in a public setting. They will also learn new vocabulary that is relevant to the location, increase their communication skills, and learn to adapt to a 'silent' world as they will only be permitted to converse in ASL and through written notes. Any transportation and food is the responsibility of the student. An optional Silent Weekend field trip to San Bernardino Mountains on September 24 - 26th, 2010 (Friday at 12:00PM - Sunday at 12:00PM). This trip is designed for students to increase their American Sign Language skills through language immersion. Various workshops will be offered during the weekend that will focus on ASL and Deaf Culture. Any transportation, food, and related expenses are the responsibility of the student.</td>
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<tr>
<td>SIGN-102-77529</td>
<td>FLDTRP</td>
<td>MW</td>
<td>10:05AM - 12:00PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Applen, B</td>
<td>TWSH-107</td>
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<td>Field trip to International House of Pancakes located at 24737 Pico Canyon Rd, Stevenson Ranch, CA 91381 on Wednesday, June 2 (10:05 am - 12:00 pm). This will be a culminating event for students to apply their acquired language skills in a public setting. They will also learn new vocabulary that is relevant to the location, increase their communication skills, and learn to adapt to a 'silent' world as they will only be permitted to converse in ASL and through written notes. Any transportation and food is the responsibility of the student. An optional Silent Weekend field trip to San Bernardino Mountains on September 24 - 26th, 2010 (Friday at 12:00PM - Sunday at 12:00PM). This trip is designed for students to increase their American Sign Language skills through language immersion. Various workshops will be offered during the weekend that will focus on ASL and Deaf Culture. Any transportation, food, and related expenses are the responsibility of the student.</td>
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<tr>
<td>SIGN-110-77531</td>
<td>FLDTRP</td>
<td>TTH</td>
<td>12:50PM - 02:10PM</td>
<td>08/23/10</td>
<td>12/11/10</td>
<td>Applen, B</td>
<td>UCEN-313</td>
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<td>An optional Silent Weekend field trip to San Bernardino Mountains on September 24 - 26th, 2010 (Friday at 12:00PM - Sunday at 12:00PM). This trip is designed for students to increase their American Sign Language skills through language immersion. Various workshops will be offered during the weekend that will focus on ASL and Deaf Culture. Any transportation, food, and related expenses are the responsibility of the student.</td>
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</table>
This trip is designed for students to increase their American Sign Language skills through language immersion. Various workshops will be offered during the weekend that will focus on ASL and Deaf Culture. Any transportation, food, and related expenses are the responsibility of the student. This class meets in the Dr. Dianne G. Van Hook University Center located on the south end of the Valencia campus. Allow plenty of passing time between classes.

SIGN-200-77532  FLDTRP  TTH  09:30AM -10:50AM  08/23/10 - 12/11/10  Applen, B  UCEN-313

Two field trips will be offered. In October we will visit GLAD, located at 2222 Laverna Av. Los Angeles, CA 90041 323-478-8000. Students will tour the Greater Los Angeles Agency on Deafness office and learn about the various services that GLAD offers to the Deaf community. In November, we will visit Commission on Compassion - Apartment for Deaf/Blind located at 6819 North Figueroa St. Highland Park, CA 90042-1264 (323) 257-3868. Students will visit an apartment complex for Deaf/Blind adults and have an opportunity to communicate and interpret for them, as well as be exposed to and gain a greater understanding of the Deaf/Blind community. Any transportation and food is the responsibility of the student.

An optional Silent Weekend field trip to San Bernardino Mountains on September 24 - 26th, 2010 (Friday at 12:00PM - Sunday at 12:00PM). This trip is designed for students to increase their American Sign Language skills through language immersion. Various workshops will be offered during the weekend that will focus on ASL and Deaf Culture. Any transportation, food, and related expenses are the responsibility of the student. This class meets in the Dr. Dianne G. Van Hook University Center located on the south end of the Valencia campus. Allow plenty of passing time between classes.

SIGN-201-77535  FLDTRP  TTH  11:10AM -12:30PM  08/23/10 - 12/11/10  Applen, B  UCEN-313

Two field trips will be offered. In October we will visit GLAD, located at 2222 Laverna Av. Los Angeles, CA 90041 323-478-8000. Students will tour the Greater Los Angeles Agency on Deafness office and learn about the various services that GLAD offers to the Deaf community. In November, we will visit Commission on Compassion - Apartment for Deaf/Blind located at 6819 North Figueroa St. Highland Park, CA 90042-1264 (323) 257-3868. Students will visit an apartment complex for Deaf/Blind adults and have an opportunity to communicate and interpret for them, as well as be exposed to and gain a greater understanding of the Deaf/Blind community. Any transportation and food is the responsibility of the student.

An optional Silent Weekend field trip to San Bernardino Mountains on September 24 - 26th, 2010 (Friday at 12:00PM - Sunday at 12:00PM). This trip is designed for students to increase their American Sign Language skills through language immersion. Various workshops will be offered during the weekend that will focus on ASL and Deaf Culture. Any transportation, food, and related expenses are the responsibility of the student. This class meets in the Dr. Dianne G. Van Hook University Center located on the south end of the Valencia campus. Allow plenty of passing time between classes.
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<table>
<thead>
<tr>
<th>Course</th>
<th>Time</th>
<th>Dates</th>
<th>Instructor</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOCI-101-76548</td>
<td>TTH 11:10AM - 12:30PM</td>
<td>08/23/10 - 12/11/10</td>
<td>Marenco, A</td>
<td>BONH-310</td>
</tr>
</tbody>
</table>

FYE CLASS. This class is for FYE students. Visit www.canyons.edu/fye for more information. FYE/FIELD STUDIES CLASS. Includes regular on campus meetings and on-site field study at the Camp Tahquitz Field Station, south of Big Bear. The MANDATORY field station activity will be held on 10/8 - 10/10. The field station activity will replace 3 hours of on-campus class time. Students are responsible for their own transportation. Please visit www.canyons.edu/fieldstudies for information regarding student responsibilities and requirements.
### Approval of Renewal of Agreement Between Santa Clarita Community College District and Long Beach Community College District for SBDC Services

#### BACKGROUND / ANALYSIS:

The Long Beach Community College District (“Long Beach”) operates the SBDC network serving Los Angeles, Ventura and Santa Barbara Counties under a grant with the Small Business Administration (SBA). Commencing in January of 2006, the Santa Clarita Community College District (“COC”) began hosting the SBDC Service Center providing SBDC services in Northern LA County under an agreement between Long Beach and COC.

This agreement renews the Long Beach/COC agreement for the 2010 calendar year and provides COC with a maximum of $320,000 in federal funds to provide SBDC services. Federal funds provided to COC to operate the SBDC contain a 1:1 matching funds requirement of which at least 50% must be in cash. For the 2010 calendar year, the COC SBDC anticipates meeting most of the required cash match with funds from the State Chancellor’s Office and approximately 26 local sponsors. COC’s cash match obligation is anticipated to be no more than $30,000. An In-Kind Match of $160,000 will be provided by the District and other grant partners.

Under the grant, College of the Canyons will provide resources for small businesses through training, educational classes, 1:1 business advisory services, technical assistance and access to lenders leading to growth of businesses, creation of jobs and expansion of the economy to our Region. The contract between COC and LBCCD outlines both parties’ obligations under the SBA grant and establishes COC as a Sub-Recipient of the Lead Center grant awarded to LBCCD. Copies of the renewal agreement are available from the SBDC upon request.

#### FISCAL IMPLICATIONS:

$30,000 Cash Match provided by the District. College staff are pursuing outside funding from the community to reduce this District Cash Match obligation.

#### RECOMMENDATIONS:

Move approval of Agreement between Santa Clarita Community College District and Long Beach Community College District for SBDC Services.

---

Submitted by: Mr. Steven Tannehill

SBDC Director

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

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SBDC Network Service Center Agreement

This SBDC Service Center Agreement (this “Agreement”) is entered into as of January 1, 2010 by and between Long Beach Community College District (“LBCCD”) and Santa Clarita Community College District, a SBDC Service Center (“Sub-Recipient”), with reference to the following facts:

R E C I T A L S

A. LBCCD is the recipient of the Calendar Year 2010 award for the Los Angeles Regional Small Business Development Center (“SBDC”) awarded by the U.S. Small Business Administration (“SBA”).

B. In connection with that award, LBCCD and the SBA have entered into an SBA Notice of Award and accompanying conditions issued for 2010 as Grant/Cooperative Agreement No. 0-603001-Z-0062-05 (collectively, the “Cooperative Agreement”). The Cooperative Agreement sets forth the terms, conditions, rules and regulations governing LBCCD’s use of the funds awarded by the SBA to establish, manage and operate the SBDC. A copy of the Cooperative Agreement is attached hereto as Exhibit “A”.

C. Among other things, the Cooperative Agreement authorizes LBCCD to establish network of locations for the provision of services to small business owners and operators. That network is to consist of one “Lead Center” and multiple “Network Service Centers”. The Cooperative Agreement identifies LBCCD as the Lead Center, and identifies Sub-Recipient as an eligible Network Service Center. Furthermore, the Cooperative Agreement provides LBCCD discretion to manage the SBDC Network as appropriate, with authority to add, delete and modify network service centers, budgets and take other necessary actions to optimize performance of the SBDC to deliver programs and services to small businesses.

D. In addition to the requirements set forth in the Cooperative Agreement, the SBDC and its Lead Center and Network Service Centers must be operated in accordance with applicable provisions of the Small Business Development Center 2010 Program Announcement for the Los Angeles Regional SBDC Network Covering Los Angeles, Santa Barbara & Ventura Counties, No. OSBDC–2010–02 for CY2010 (the “Program Announcement”), a copy of which is attached hereto as Exhibit “B”.

E. LBCCD and Sub-Recipient are entering into this Agreement in order to set forth the terms and conditions pursuant to which Sub-Recipient will establish, manage, operate, and host a Network Service Center as part of the SBDC’s network of service locations, and to establish LBCCD’s and Sub-Recipient’s rights and obligations relative to the services to be performed by Sub-Recipient hereunder.

F. All agreement terms otherwise amended herein to remain in full effect and unchanged.

Now, therefore, LBCCD and Sub-Recipient hereby agree as follows:
AGREEMENT

1. Appointment of Sub-Recipient to SBDC Network. LBCCD hereby appoints Sub-Recipient to host a Network Service Center under the SBDC, subject to the terms and conditions hereof. Sub-Recipient understands that its contractual relationship is with LBCCD not with the SBA, therefore, sub-recipient shall direct all matters related to this agreement and SBDC Network Service Center operations and other matters to LBCCD.

2. Term of Agreement. The initial term of this Agreement shall be January 1, 2009 and ending December 31, 2010, which is also the scheduled expiration date of the term of the Cooperative Agreement. The Cooperative Agreement is subject to renewal annually by LBCCD. In connection with the term of the Cooperative Agreement, LBCCD has the option (but not the obligation) to extend the term of this Agreement for up to two (2) additional terms of twelve (12) months each. The first such option, if exercised by LBCCD, shall extend the term of this Agreement for a period commencing January 1, 2010 through December 31, 2010. The second such option, if exercised by LBCCD, shall extend the term of this Agreement for a period commencing January 1, 2011 through December 31, 2011. The initial term of this Agreement and any such extension shall collectively be referred to herein as the “Term” of this Agreement. During the term of this Agreement LBCCD reserves the right to begin a competitive bid process for renewal or replacement of SBDC Service Centers. LBCCD reserves the right to revise the terms of this Agreement during any portion of the Term.

3. Sub-Grant of Federal Funds by LBCCD to Sub-Recipient. In connection with the award referenced in Recital A above and pursuant to the Cooperative Agreement, the SBA has agreed to grant certain federal funds to LBCCD for the establishment and operation of the SBDC. Subject to Sub-Recipient’s provision of Matching Funds in amounts not less than the minimum amounts set forth in Section 8.1 below, to the payment procedures outlined in Section 7 below, and to all of the other terms and conditions of this Agreement, LBCCD hereby agrees to make up to Three Hundred and Twenty Thousand Dollars ($320,000) of those federal funds available to Sub-Recipient to reimburse Sub-Recipient for amounts expended by it in the performance of its obligations under this Agreement. The amount of funds specified in this paragraph constitutes the limit of LBCCD’s obligations to provide funding to Sub-Recipient, and no additional compensation (including without limitation expense reimbursement) shall be provided by LBCCD to Sub-Recipient. Sub-Recipient understands and agrees that any and all obligations of LBCCD to provide funds, reimbursement or other compensation to Sub-Recipient is conditioned upon LBCCD receiving the necessary funding from the SBA under the Cooperative Agreement, and to the extend the reimbursements meet program regulations and requirements. To the extent that the SBA discontinues funding LBCCD, or requires a return from LBCCD of funds previously delivered by the SBA, or otherwise fails to provide to LBCCD under the Cooperative Agreement funds which LBCCD intended to use to compensate, reimburse or pay Sub-Recipient, then LBCCD shall have no obligation to provide such compensation, reimbursement or payment to Sub-Recipient notwithstanding anything to the contrary set forth in this Agreement.

Sub-recipient is hereby notified and agrees that payment of invoices, partial or in-full, by LBCCD does not imply eligibility or allowability of expenditures included in the invoices. Final eligibility and allowability of expenditures per SBA and SBDC program requirements is
determined via an official review of network financial documentation by the designated SBA Examiner for the applicable program year.

Sub-Recipient hereby agrees to expend all allocated funds in the performance of its obligations under this Agreement by December 31, 2010. Sub-Recipient shall notify the Lead Center no later than October 15, 2010 of any projected or estimated funds not expected to be expended by the performance period.

Without limiting the generality of the forgoing, Sub-Recipient is hereby notified that budget allocation is at the sole discretion of the Lead Center, based on evaluation factors contained within the agreement, including Service Center performance, operations efficiency and effectiveness, and allocated funds expended in the previous year.

4. **Operations Manual.** LBCCD shall update and issue the Operations Manual pertaining to the operations and administration of a SBDC Service Center. Specific sections of the Operations Manual may be updated and released through the program year. Upon Sub-Recipient’s receipt of a copy of the Operations Manual, and thereafter as a condition to the effectiveness of this Agreement and Sub-Recipient’s right to receive funds hereunder, Sub-Recipient shall comply with the requirements set forth in the Operations Manual in the performance of Sub-Recipient’s duties hereunder.

5. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to choice of law principles. In addition, Sub-Recipient shall comply with the following federal statutes, regulations, and policy guidelines, both as in effect now and as may hereafter be amended: (a) 15 USC 648 (available on-line at http://uscode.house.gov/search/criteria.shtml); (b) 13 CFR Parts 130, 143, 145 and 146 (available on-line at http://www.gpoaccess.gov/cfr/retrieve.html); (c) OMB Circulars A-21, A-110, A-122 and A-133 (available on-line at http://www.whitehouse.gov/omb/circulars/index.html); and (d) SBA Administrative Guidelines, including without limitation SBA Memoranda, SBA Policy Notices and SBA Standard Operating Procedures. In the event any of the foregoing and/or this Agreement, the Cooperative Agreement, and/or the Program Announcement contain conflicting or otherwise inconsistent provisions applicable to Sub-Recipient, the order of preference set forth on page 2 of the Operating Agreement shall be used to determine the controlling law, regulation, contract or guideline. Each party agrees to comply with all of the foregoing laws, statutes, regulations and policy guidelines.

6. **Scope of Work.** LBCCD’s goal in establishing the SBDC is to provide high quality business and economic development assistance to small businesses and nascent entrepreneurs in order to promote growth, expansion, innovation, increased productivity and management improvement to maximize economic impact to the local areas and region served by the SBDC service areas. As consideration for LBCCD’s agreement to provide funds to Sub-Recipient pursuant to Section 3 above, Sub-Recipient shall promote those goals by doing all of the following:

6.1 **Establishment of Office.** Host Institution shall operate a fully-functioning and staffed Network Service Center and/or service point locations (if applicable). That
Network Service Center shall serve small business owners and managers (sometimes collectively referred to herein as “Clients”) in the service areas designated by LBCCD in the applicable counties (Los Angeles, Ventura, and Santa Barbara), California. Sub-recipient shall ensure the Service Center has the capacity to provide the spectrum of programs and service delivery required of a fully-functioning and staffed SBDC. In order to allow LBCCD to comply with its obligations, Sub-Recipient shall immediately (and not later than the date of the actual change) notify LBCCD of any change to said office location or its telephone numbers, fax numbers, e-mail address and/or website address. Host Institution shall notify LBCCD immediately upon establishment of a new service point location not identified in this agreement. Sub-recipient understands that it is not authorized to designate any other organization as a further sub-recipient of its funds, nor is it authorized to name any other organization as an “SBDC”. This is the sole right of the Lead Center, and sub-recipient shall not subcontract with any other organization.

6.2 **Hours of Operation of Network Service Center/On-Line Assistance.** To ensure that assistance is provided to the small business community to the maximum extent possible, the Network Service Center that is to be established by Sub-Recipient hereunder must be opened to the public throughout the Term of this Agreement during the normal business hours of the Host Institution. Sub-Recipient shall have the capacity to provide client assistance on-line per Program Announcement requirements and provide client service delivery via on-line technology and methodology. In addition, Sub-Recipient shall use reasonable efforts to provide evening and weekend assistance, both at the Network Service Center and through internet, e-mail or other “on-line” methods, as appropriate to meet the needs of Clients. SBDC shall make every effort to utilize technology provided by the Lead Center to provide online consultations to its clients. Sub-Recipient shall report any emergency closures to LBCCD as soon as feasible.

6.3 **Counseling and Training Services.** Sub-Recipient shall train Clients in dealing with financial, marketing, and other operational and business problems. Sub-Recipient shall provide one-on-one client consulting (also referred to as counseling) assistance at no charge to its Clients; provided, however, that Sub-Recipient may charge a reasonable fee for training activities and/or certain specialized services upon the prior written approval of LBCCD and subject to the provisions of the Cooperative Agreement. The counseling and training services to be provided by Sub-Recipient may include conferences, workshops, and dissemination of information to multiple Clients, as well as one-on-one consulting and technical assistance. All counseling services offered by Sub-Recipient shall include those specified in the Program Announcement. As a condition to providing such counseling to any Client, Sub-Recipient shall require each Client to first sign a written request for assistance statement and as required in the Program Announcement; Sub-Recipient shall retain the statements as required, document all Client information in designated data collection system, maintain client and activities records in accordance with the Operations Manual, and shall deliver copies thereof to LBCCD upon request. Sub-Recipient shall observe the requirements as set forth in the Program Announcement when providing such counseling services. On-line counseling provided by Sub-Recipient shall comply with the requirements in the Program Announcement (Sub-Recipient should refer to the Program Announcement for additional information in assessing levels of on-line counseling and web-based activities that Sub-Recipient is capable of providing). Training services offered by Sub-Recipient shall conform to the requirements as set forth in the Program Announcement.
6.4 **Assistance in Developing Business Aids.** Sub-Recipient shall assist its Clients with business plan development, financial statement preparation and analysis, cash flow preparation and analysis, source and application of funds, as required in the Program Announcement. Sub-Recipient shall also provide the problem solving, business restructuring, costs analysis and market penetration assistance to new Clients and delinquent SBA borrowers as required in said Program Announcement.

6.5 **Technology Transfer, Research and Development Assistance.** Sub-Recipient shall offer Clients assistance with technology transfer, and research and development, as required in the Program Announcement.

6.6 **Rural Assistance.** To the extent applicable, Sub-Recipient shall offer assistance to Clients in rural areas of the type specified in the Program Announcement.

6.7 **Exporting Assistance.** Sub-Recipient shall offer Clients exporting assistance of the type specified in the Program Announcement.

6.8 **Base Closure Assistance.** To the extent applicable, Sub-Recipient shall offer assistance to Clients in connection with facilities, programs or contracts pertaining to the Department of Defense, as required by the Program Announcement.

6.9 **Regulatory Compliance.** Sub-Recipient shall maintain information, provide counseling, and provide informational publications and materials relative to federal, state and local regulations affecting Clients, as required in the Program Announcement.

6.10 **Specific Informational Needs.** Sub-Recipient shall provide specific informational needs and assistance to Clients of the types specified in the Program Announcement.

6.11 **Localized Program Needs and Services.** Sub-Recipient shall assist LBCCD, the Lead Center and other Network Service Centers in providing services negotiated by LBCCD to meet local identified needs, including those identified in the Program Announcement.

6.12 **International Trade Services.** Sub-Recipient shall assist in the SBDC Network’s provision to Clients of international trade finance and market development assistance as specified in the Program Announcement.

6.13 **Minority Enterprise Development.** Sub-Recipient shall provide training and counseling to Clients participating in the SBA’s Minority Enterprise Development 8(a) Program pursuant to the Program Announcement.

6.14 **Native American Assistance.** Sub-Recipient shall provide assistance to Native Americans as required by the Program Announcement.

6.15 **Veteran and Military Assistance.** Sub-Recipient shall provide economic development assistance, technical assistance, and other services to veterans, military members and others as required by the Program Announcement.
6.16 **Women’s Business Ownership.** Sub-Recipient shall provide assistance to women business owners and prospective women business owners as required by the Program Announcement.

6.17 **Minimum Performance Milestones.** Sub-Recipient shall use its best efforts to meet or exceed performance milestones determined annually by the Lead Center during the Term of this Agreement. Without limiting the generality of the forgoing, the following performance milestone achieved by Sub-Recipient at regular intervals (i.e. spread evenly) throughout the term must equal or exceed the following goals. Service Center’s ability to achieve or exceed Performance Milestone Count set annually in each category specified by the Lead Center shall be a significant evaluation factor for Service Center Agreement renewal annually. Definition of the following is set forth in the Program Announcement and OSBDC.

<table>
<thead>
<tr>
<th>Critical Goals*</th>
<th>Performance Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended Engagement Clients (EEC) (5 hrs or more counseling contact time as of Jan 1, 2010)</td>
<td>315</td>
</tr>
<tr>
<td>Business Start-ups</td>
<td>47</td>
</tr>
<tr>
<td>Capital Infusion</td>
<td>$4,100,000</td>
</tr>
<tr>
<td>Program Income</td>
<td>$20,000</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>143</td>
</tr>
<tr>
<td># of Clients with Economic Impact**</td>
<td>97</td>
</tr>
</tbody>
</table>

*Service centers not meeting critical goals performance targets shall be put on probation in the following year should LBCCD exercise the option to extend contract term.

**20% of total estimated clients to be served

<table>
<thead>
<tr>
<th>Enabling Goals</th>
<th>Performance Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Counseling Hours</td>
<td>3,391</td>
</tr>
<tr>
<td>Total Clients Counseled</td>
<td>484</td>
</tr>
<tr>
<td>Training Events</td>
<td>40</td>
</tr>
<tr>
<td>Attendees Trained</td>
<td>600</td>
</tr>
</tbody>
</table>
Sub-recipient agrees that service center performance will be monitored by the Lead Center and analyzed utilizing a performance score card methodology applicable network wide.

Without limiting the generality of the forgoing, the productivity of each service center measured by economic impact from services delivered to client via one-on-one counseling is a significant evaluation factor for agreement renewal annually.

6.18 Accreditation. Sub-Recipient shall undergo and comply with accreditation from the Association of Small Business Development Centers ("ASBDC") pursuant to its Accreditation Standards. Sub-Recipient shall operate its center to enable the Network to become accredited by and maintain accreditation status with the ASBDC, based on an accreditation schedule determined by the ASBDC and Lead Center. Failure to do so may result in Sub-Recipient’s expulsion from the SBDC Network as stated in the Program Announcement. 

ASBDC Membership: Lead Center may require Sub-Recipient to bear a portion of the cost of the annual ASBDC membership fee based on funds allocated under this Agreement (which cost may be based on a sliding scale) as determined by the Lead Center.

6.19 Provide Non-Federal Matching Funds. Sub-Recipient shall obtain funds from non-federal sources totaling at least one hundred percent (100%) of the funds provided to Sub-Recipient by LBCCD hereunder, in accordance with Section 8.1 below.

6.20 Acceptance of Client Referrals. Sub-Recipient shall accept Clients referred to Sub-Recipient by LBCCD. LBCCD shall have no obligation to refer Clients to Sub-Recipient.

6.21 Financial Records and Reports. Sub-Recipient shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by LBCCD and/or the SBA and/or LBCCD designee. Sub-Recipient shall furnish at its own expense (to the location specified by LBCCD) such records, including current financial statements, indirect cost rate agreements and documentation for matching funds, for examinations and review to LBCCD upon request. Sub-Recipient shall provide LBCCD with the latest copy of Host Institution A-133 Single Audit report and other financial audit/review/examination findings reports or documentation provided by SBDC funding partners (including the SBA) or funding sources managed by the SBDC program. Sub-Recipient shall prepare the Reports required by Section 9 below. Without limiting the generality of this paragraph, Sub-Recipient shall maintain time and effort records by part-time and salaried employees for determination of time charged to this Agreement, as specified in and to the extent required by the U.S. Office of management and Budget ("OMB") Circulars A-21, A-87, A-110, and A-122, as applicable. Sub-Recipient may transfer records to computer storage in accordance with the Cooperative Agreement. Sub-Recipient shall otherwise comply with the Cooperative Agreement and with the regulations, Program Announcement, and OMB Circulars identified therein, to the extent applicable to Sub-Recipient’s record retention. Sub-Recipient must maintain an updated list of funding sources and amounts for each source of funds it receives, including without limitation grants, contracts and other contributions. Additionally, for each source of funds, Sub-Recipient shall keep a record of the name and phone number of the person or entity from whom the funds were received, the amount of funding, the intended purpose, and any requirements, stipulations or limitations on the use of the funds imposed by the person or entity as a condition of that funding. In addition to the
certifications required by Section 9 below, all financial records and reports shall be certified and
signed by the SBDC Director, and an authorized representative or designee of the host institution.
In order to facilitate any audit conducted pursuant to Government Code § 8546.7, Sub-Recipient
shall retain all records pertaining to this Agreement for not less than three (3) years after the date
on which LBCCD makes the final report to the SBA under this Agreement to Sub-Recipient; if
any dispute or audit is ongoing, Sub-Recipient shall continue retain those records until the dispute
is resolved or the audit is completed. Not withstanding the foregoing, Financial Records and
Reporting requirements may be modified per annual OSBDC program announcement.

6.22 **Budgetary Responsibility.** Sub-Recipient shall maintain a separate
budget distinguishable from that of its Host Institution. The Service Center budget must be under
the direct control of the SBDC Director employed by and designated by the Host Institute to
manage and operate the Service Center. No less than forty (40) percent of the Service Center
budget (SBA and cash match) must be allocated to one-on-one business advising activities. Sub-
Recipient shall demonstrate to LBCCD’s satisfaction, upon LBCCD’s request, that Sub-Recipient
can and does oversee and manage its budget and maintain separate accounts and tracking as
appropriate for reporting purposes and auditing requirements, and that Sub-Recipient has systems
in place to ensure sound fiscal and contractual management of the programs and activities
conducted by Sub-Recipient hereunder. Sub-Recipient shall immediately notify LBCCD, and
provide LBCCD with copies of, any internal audits, reports or other documents prepared by the
Host Institution which may affect Sub-Recipient’s budget, change in use of funds, or which
conflict with budgetary information previously given by Sub-Recipient to LBCCD.

6.23 **Recognition of SBA Support.** Sub-Recipient shall comply with the
provisions of the Cooperative Agreement relative to (a) SBA’s use of data and written materials
generated pursuant to the Cooperative Agreement and/or this Agreement, (b) Sub-Recipient’s
acknowledgment of SBA’s support, (c) use of SBA logos, (d) signage, and (e) restrictions on
endorsement. Sub-Recipient shall conform to SBA Policy Notice No. 6000-681, effective January
7, 1997, regarding the prominent display of the SBA/SBDC partnership logo at the front of the
Service Center office, in accordance with the Cooperative Agreement. Use of logos and
disclaimers for Network marketing, promotion events, and publications shall be detailed in the

6.24 **Evaluation by SBA.** Annually, Sub-Recipient shall submit to financial
and program evaluation by LBCCD, in consultation with SBA using the SBA/SBDC examination
process, in accordance with the Cooperative Agreement. The Lead Center may elect to perform
more frequent program and financial review and evaluation of the Service Center at its discretion
to ensure program integrity and compliance.

6.25 **Name of Sub-Recipient.** Pursuant to the Cooperative Agreement and the
Program Announcement, effective January 1, 2010, all Sub-Recipient’s Service Center locations
name must include the specific identification “Small Business Development Center”.

6.26 **Use of “Small Business and Technology Development Center”
Designation.** Sub-Recipient shall not identify its Network Service Center as a “Small Business
and Technology Development Center”, without prior written approval and designation from
LBCCD or Lead Center.
6.27 **Documentation of Professional Membership Dues.** In accordance with the Cooperative Agreement, Sub-Recipient shall document and maintain justification reasonably adequate to LBCCD (including without limitation a detailed explanation of the benefits to the SBDC Program) of all funds allocated for memberships (e.g. professional associations) submitted for reimbursement or matching funds.

6.28 **Service Center Director.** Sub-Recipient must designate and employ a 100% effort full-time Director (the “Service Center Director”) whose primary responsibility will be to oversee and direct the operations of the Network Service Center operated by Sub-Recipient pursuant to this Agreement. The Service Center Director shall be the primary point of contact relative to communications between Sub-Recipient, on the one hand, and LBCCD and the person appointed by LBCCD as the director of the Lead Center (the “Lead Center Director”), on the other hand. To the extent that LBCCD and/or the Lead Center Director wish to communicate with the Host Institution relative to matters concerning this Agreement, LBCCD and the Lead Center Director or designee may do so through the Service Center Director. Unless otherwise agreed to in writing by LBCCD or otherwise specifically set forth herein, all reports to be delivered by Sub-Recipient to LBCCD and/or the Lead Center hereunder shall be signed by the Service Center Director, and authorized officer or designee of the host institution. Sub-Recipient shall promptly notify LBCCD upon the resignation/employment or any changes of the Service Center Director and provide his or her full contact information and resume to LBCCD.

Recruitment to replace the Service Center Director (due to separation of employment or reassignment within the Host Institution) shall be conducted in conjunction with the Lead Center Director. Resumes of all final candidates shall be submitted to be reviewed and approved by the Lead Center Director to ensure appropriate experience and qualifications of the candidates. Final selection of the Service Center Director candidate shall be approved by the Lead Center Director prior to hiring decision.

Attendance of network meetings and participation in network events or conferences by Service Center Director scheduled by the LBCCD is required and shall be a significant evaluation factor for Service Center Agreement renewal annually. LBCCD shall be notified quarterly of Service Center Director’s scheduled vacations.

**Service Center Staff** – SBDC Director shall provide a list of SBDC staff funded by the SBDC program funds (including match funds) to the Lead Center upon execution of the agreement. SBDC Director shall include name, title and function of each SBDC staff person on the list, and notify the Lead Center immediately upon any change in SBDC staff. SBDC Staff includes part or full-time contractors retained as client counselors/consultants.

6.29 **Disaster Operations Plan.** The Network Service Center operated by Sub-Recipient hereunder shall have in place disaster plans which are coordinated with the Host Institution as required by the Program Announcement, and shall otherwise comply with the provisions of said Program Announcement pertaining to those plans.

6.30 **Advertisement of Services Available From Sub-Recipient’s Network Service Center.** Sub-Recipient shall participate in community outreach, marketing and advertising efforts and projects at the network level conducted by the Lead Center, and use
reasonable community outreach, marketing and advertising efforts to inform current and prospective Clients of the services available from Sub-Recipient through its Network Service Center. Service Centers shall comply with Network Marketing policies and guidelines, including Lead Center review and approval of all marketing materials produced by service center.

6.31 **Recommended Activities.** Sub-Recipient is encouraged to participate in the SBA’s Small Business Week activities and SBA Business Matchmaking Events, to coordinate activities with faith-based and community organizations, to consult with providers of environmental technical assistance programs, to develop relationships with funding sources, to provide counseling and advice regarding the Clients’ access to capital, to work in cooperation with the Department of Commerce National Institute of Standards and Technology’s Manufacturing Extension Partnerships to provide specialized services to small manufacturers, to provide government procurement information, to educate Clients and others regarding the SBA’s Surety Bond Guaranty Program, and to enter into co-hosting training arrangements, all pursuant to the Program Announcement.

6.32 **Compliance with Other Rules and Regulations.** Finally, Sub-Recipient shall comply with all of the rules, regulations, terms, conditions and guidelines set forth or referenced in this Agreement, including without limitation the Cooperative Agreement, the Program Announcement, the Operations Manual identified in Section 4 above, and the statutes and regulations identified in Section 5 above.

7. **PROCEDURE FOR LBCCD’S DISBURSEMENT OF FUNDS TO SUB-RECIPIENT.**

7.1 From the funds to be provided by LBCCD to Sub-Recipient hereunder, LBCCD shall reimburse Sub-Recipient for eligible and approved costs and expenses incurred by Sub-Recipient in the performance of its obligations hereunder. All such reimbursement shall be made pursuant to this Section 7 and other applicable provisions of this Agreement and the Operations Manual.

7.2 **Reimbursement in Arrears.** Unless otherwise specifically agreed in writing by LBCCD, all payments by LBCCD to Sub-Recipient hereunder shall be reimbursements in arrears of expenses incurred by Sub-Recipient, rather than payments in advance of expenses Sub-Recipient proposes to incur.

7.3 **Frequency of Requests.** Sub-Recipient shall request reimbursement of funds hereunder, in arrears, not more frequently than monthly and not less frequently than quarterly, according to the annual schedule published by the Lead Center.

7.4 **Supporting Documentation.** All invoices shall be approved by the appropriate financial/fiscal entities of the Host Institution, and contain original signature of authorized official or designee of the Host Institution for financial matters. All requests for reimbursement of expenses shall be in writing and shall include copies of all invoices, purchase orders, receipts and similar documentation evidencing the purchase or expense in question. In addition, such requests shall also contain any narrative explanations, expense ledgers, spreadsheets, federal forms and other information that may be required by the Operations Manual,
any applicable OMB Circular, or any other applicable law or regulation. Sub-Recipient shall provide timely, accurate, and complete invoices to the Lead Center. Inaccurate and incomplete invoices and supporting documentation submitted may subject sub-recipient to late penalties.

7.5 **LBCCD’s Right to Request Corrected Payment Request.** Within fifteen (15) days of LBCCD’s receipt of any payment request, LBCCD shall have the right to alert Sub-Recipient to any errors or omissions in the request and to request that Sub-Recipient deliver a corrected payment request to LBCCD. Without limiting the generality of the foregoing, this shall include LBCCD’s right to request removal of items for which reimbursement is not eligible or authorized under this Agreement.

7.6 **Final Request for Reimbursement.** Sub-Recipient shall submit a final request for reimbursement after the expiration of the term of this Agreement per annual published reporting schedules issued by the Lead Center. The first page of request shall clearly identify the request as the “final request”. Following sub-recipient’s delivery of the final request, LBCCD shall not be obligated to honor or reimburse any amounts identified in any payment request (other than a corrected final request prepared at LBCCD’s direction) submitted by Sub-Recipient.

7.7 **Timing of Reimbursement.** LBCCD agrees to pay reimbursable amounts as soon as possible in response to Sub-Recipient’s requests hereunder. Such reimbursement may be delayed pending LBCCD’s receipt from Sub-Recipient of supporting documentation or corrected requests required by Sections 7.4 and 7.5 above, or pending LBCCD’s receipt from the SBA of the corresponding funds from the SBA. LBCCD shall also have the right to withhold payment on any request until Sub-Recipient’s preceding requests for reimbursement have been fully processed by LBCCD. If Sub-Recipient fails to timely deliver the Reports required by Section 9 below relative to the period for which reimbursement is requested, LBCCD shall have the right to delay payment of the request until all such reports have been received and analyzed by LBCCD. If Sub-Recipient is in default of any provision of this Agreement, LBCCD may withhold payment of any amounts requested hereunder until the default is cured to LBCCD’s satisfaction. Payment pursuant to the “final request” identified in Section 7.6 above shall not be made until after the final Reports required by Section 9 below have been received and analyzed by LBCCD. LBCCD shall have the option to impose penalties for submission of late, inaccurate, or incomplete invoices by Sub-Recipient for payment. If exercised, late penalties are as follows:

- 5 to 10 business days after published submission deadline – Up to 10% of total invoiced amount
- 11 business days or later – Up to 10% of total invoiced amount and indefinite delay of invoice payment

Sub-Recipient understands that LBCCD will reimburse host institutions on a net 45-day basis.

7.8 **Expenses Requiring Prior Approval as a Condition to Reimbursement.** As a condition to reimbursement hereunder, Sub-Recipient must obtain prior written approval from LBCCD for any expenditure in excess of Five Thousand Dollars ($5,000). Purchase orders and contracts for services shall not be divided to avoid compliance with this
requirement. Sub-Recipient shall include in its request for authorization a copy of any proposed contract or purchase order pertaining to the expense, together with Sub-Recipient’s written opinion as to why the cost is necessary and reasonable. Furthermore, Sub-Recipient shall indicate with respect to each such contract or purchase order that either (a) Sub-Recipient obtained at least three (3) bids for the goods or services in question and the proposed contract or purchase order is that of the lowest bidder, or (b) explain why three bids were not obtained or the lowest bid not accepted. LBCCD may waive the requirement for Sub-Recipient to obtain prior written approval from LBCCD for any expenditure in excess of Five Thousand Dollars ($5,000), upon provision of Host Institution procurement policy for review by the Lead Center. Waiver: This condition shall be waived upon provision of a copy of the Host Institution procurement policies and procedures which applies to and is adhered to by the Network Service Center.

Travel: Sub-Recipient shall obtain prior approval from Lead Center Director prior to commencing any Out-of-State/Out-of-Region travel. LBCCD shall not be obligated to reimburse any Out-of-State/Out-of-Region travel incurred by Sub-Recipient where prior written approval has not been granted by the Lead Center.

7.9 **No Co-Mingling of Funds.** Funds provided to Sub-Recipient hereunder must be maintained separate from, and may not be co-mingled with, funds received by Sub-Recipient from other sources including but not limited to cash match, program income, donations, sponsorships, etc.

7.10 **General Overhead and Operating Expenses.** LBCCD shall not be obligated to reimburse any of Sub-Recipient’s general overhead or operating expenses without the prior written consent of LBCCD, which may be withheld or conditioned in LBCCD’s sole discretion.

8. **RESTRICTIONS ON USE OF FUNDS**

8.1 **Matching Funds.** As a condition to receiving funds from LBCCD hereunder and otherwise operating as a Network Service Center, Sub-Recipient must obtain funds from non-federal sources which, at a minimum, equal one hundred percent (100%) of the funds provided by LBCCD hereunder (“Matching Funds”), and must use those Matching Funds to carry out the activities described in Section 6 above. At least fifty percent (50%) of the Matching Funds must be “Cash Match” as defined in 13 CFR 130.110. The remaining amount may be provided through any allowable combination of additional cash, in-kind contributions, or waived indirect costs. In all other respects, the Matching Funds and Sub-Recipient’s provision of Matching Funds shall comply with the regulations established by the SBA in 13 CFR 130.450 and with all other applicable portions of Title 13, Chapter I, Part 130 of the Code of Federal Regulations, and Program Announcement. Sub-Recipient shall provide the Lead Center with backup documentation for cash match funds identified in SBDC Cash Match Detail submitted to the Lead Center during the annual SBA renewal process upon execution of this agreement. Sub-Recipient shall comply with SBDC program requirements and OMB Circulars for expenditures of cash match funds, including additional backup documentation request by the Lead Center to substantiate cash match expenditures and valuations reported.
Sub-Recipient shall expend cash matching expenditures in proportion to the funds allocated to the Sub-Recipient specified in Section 3 of this Agreement.

8.2 **Program Income.** The Cooperative Agreement, and the applicable SBA regulations and OMB Circular’s referenced in said Agreement, set forth restrictions applicable to “program income” as defined in said Agreement. Sub-Recipient shall abide by all of those rules relating to the “program income” attributable to Sub-Recipient and its Network Service Center. Without limiting the generality of the foregoing, Sub-Recipient shall establish a separately identifiable program income account to facilitate financial reporting by Sub-Recipient to LBCCD. Sub-Recipient shall report all SBDC program income in the designated data collection system and on Form 2113 of the invoice. The Lead Center requires Network Service Center to expend program income annually. Annual carry-over of program income must not exceed a maximum balance of $10,000. Carry-over amount in excess of allowable maximum require justification and prior approval of the Lead Center Director.

8.3 **Debarment or Suspension.** No funds provided by LBCCD to Sub-Recipient hereunder shall be used in violation of the Cooperative Agreement.

8.4 **Indirect Costs and Administrative Overhead Costs.** Sub-Recipient shall not do anything which causes LBCCD to be in violation of the Cooperative Agreement. Sub-Recipient shall not charge any indirect costs, administrative costs, overhead costs or similar costs against funds provided by LBCCD hereunder unless such charge is either (a) set forth on a budget approved in writing by LBCCD or (b) otherwise approved in writing, in advance, by LBCCD. Indirect cost rates are determined in accordance with any Federal negotiated rate agreement in place with Host Institution if applicable; or SBA rate negotiated on behalf of host institution by Lead Center. The Lead Center shall determine the amount of indirect cost reimbursable to host institution each year the agreement is in place.

8.5 **CDBG Funds.** Community Development Block Grant funds may be used by Sub-Recipient in accordance with the Cooperative Agreement for matching funds.

8.6 **Prohibited Use of Funds.** Sub-Recipient shall not use any funds provided by LBCCD hereunder for any purposes prohibited by the Cooperative Agreement or from making loans as prohibited by the Program Announcement, or applicable OMB circulars.

8.7 **Changes to Approved Budgets.** To the extent that LBCCD has the right to approve any budgets of Sub-Recipient and/or its Network Service Center, then Sub-Recipient shall not revise or exceed any such approved budget without LBCCD’s prior written approval. Sub-Recipient shall follow procedures included in the Operations Manual in reporting any deviations from such approved budgets in amounts or percentages specified by LBCCD.

9. **WRITTEN REPORTS BY SUB-RECIPIENT TO LBCCD.**

9.1 In order to enable LBCCD to prepare and submit the reports required by the Cooperative Agreement and the Program Announcement, as well as to allow LBCCD to generally monitor Sub-Recipient’s performance hereunder, Sub-Recipient must prepare and deliver to LBCCD monthly, quarterly and annual written performance reports, financial reports, counseling activity reports, training activity reports, and Client evaluation reports. All reports
which Sub-Recipient is required to submit pursuant to this Section 9 (sometimes individually and collectively referred to herein as a “Report” or the “Reports”) shall be on such forms and with such detail as LBCCD may hereafter require. All Reports shall be certified as correct by the Service Center Director and authorized officer or designee of host institution. All reports shall be submitted to LBCCD. Sub-Recipients shall not submit reports directly to the SBA without prior approval, unless directed to do so by LBCCD or Lead Center Director. The Reports must, at a minimum, meet all of the following requirements:

9.2 **Performance Reports.** Reports indicating the extent to which Sub-Recipient is performing its duties under this Agreement and meeting the goals of the SBDC network, and which otherwise reflect accurately the activities, accomplishments and deficiencies of Sub-Recipient’s Network Service Center. At LBCCD’s discretion, Sub-Recipient shall include copies of any training manuals, instructional materials, or other documents provided by Sub-Recipient to its employees or Clients as part of the performance reports. Performance Reports are to be submitted quarterly to the Lead Center based on the annual schedule published by the Lead Center. **Financial Reports.** Reports containing such financial information as is necessary for LBCCD to prepare the Financial Status Report and Federal Cash Transaction Report required by the Cooperative Agreement. Without limiting the generality of the foregoing, financial reports submitted by Sub-Recipient pursuant to this paragraph shall contain all of the information required by the Cooperative Agreement.

9.3 **Business Advising Activity Reports.** Reports pertaining to Sub-Recipient’s Client-counseling activities containing the information called for by the Program Announcement and specified by the Lead Center. In preparing its reports pursuant to said announcement, Sub-Recipient shall adhere to the legislation and executive reports referenced in the announcement. Furthermore, in connection with those requirements and reports, Sub-Recipient shall obtain from each Client the written requests for assistance identified and shall provide copies thereof to LBCCD upon request.

9.4 **Training Activity Reports.** Reports pertaining to Sub-Recipient’s training activities containing the information called for by the Program Announcement and specified by the Lead Center.

9.5 **Client Evaluation Reports.** Client evaluations collected by Sub-Recipient from its Clients, on the forms and containing such information as required by the Program Announcement, or implemented by the Lead Center.

9.6 **Reports in Electronic Format.** LBCCD may require Sub-Recipient to submit Reports in electronic format and/or using software programs designated by LBCCD, such as WebCats; in that event, LBCCD shall at its expense provide Sub-Recipient with a copy of the appropriate software, together with a license to allow use of the software by a reasonably necessary number of Network Service Center personnel. If necessary, LBCCD may provide training to the Service Center Director and one or more of Service Center Personnel in the use of such software. Sub-Recipient shall at its expense supply all hardware and all other supporting software necessary to prepare and deliver the Reports in the electronic format required by LBCCD, and shall bear all other expenses necessary to providing and delivering the Reports in electronic format.
9.7 **Deadlines for Delivery of Reports.** With respect to each Report required under this Section 9, Sub-Recipient shall deliver three (3) quarterly reports and one (1) annual report during each year of the Term hereof. In order to allow LBCCD sufficient time to prepare and deliver to the SBA a consolidated report containing information from Sub-Recipient and all other SBDC Network Service Centers, Sub-Recipient shall deliver the monthly, quarterly and annual Reports to LBCCD according to schedule provided in the Operations Manual (based on EDMIS reporting deadlines) each year during the Term for periods where the reports pertains. Sub-Recipient shall meet all published report submission deadlines for performance and financial reports provide by the Lead Center. Service Center’s record in submission of timely, accurate and complete reports shall be a significant evaluation factor for Service Center Agreement renewal annually.

9.8 **Contents of Annual Performance Reports.** Without limiting any other requirements now or hereafter imposed by LBCCD, each annual Report required hereunder shall contain, at a minimum, the information required by the Cooperative Agreement. The Lead Center may require additional information to be included in the report to ensure program objectives are met by the SBDC Network.

9.9 **Supporting Documents.** Sub-Recipient shall promptly deliver to LBCCD, the Lead Center Director, upon their request, copies of any and all supporting documentation used by Sub-Recipient in the preparation of any Report hereunder. Service Center promptness in submitting requested supporting documentation shall be a significant evaluation factor for Service Center Agreement renewal annually.

10. **Intellectual Property and Copyrights.**

10.1 **LBCCD’s Existing Trademarks and Service Marks.** Sub-Recipient shall not use any of LBCCD’s trademarks or service marks without LBCCD’s prior written consent to the form, layout and other details of each instance of use thereof.

10.2 **Sub-Recipient’s Pre-Existing Materials.** Sub-Recipient’s pre-existing materials, tools, discoveries, developments, and innovations thereof (collectively referred to as the “Sub-Recipient Materials”) created by Sub-Recipient prior to the term of this Agreement and utilized by Sub-Recipient in rendering duties to LBCCD are hereby licensed to LBCCD for use in connection with LBCCD’s operation of the SBDC throughout the Term of this Agreement and any extensions thereof.

10.3 **Ownership of New Materials; Works for Hire.** Sub-Recipient Materials created by Sub-Recipient for the SBDC Network Service Center operated by Sub-Recipient hereunder (including without limitation course materials, copyrightable material, data, and other work product conceived or resulting from the performance of Sub-Recipient’s work hereunder) shall be the exclusive property of the Lead Center and Network, and Sub-Recipient hereby assigns all right, title and interest in the same to Lead Center and Network, including without limitation the rights of use, duplication and disclosure. Title to all other such items provided to Sub-Recipient by Lead Center shall reside with Lead Center and Network. Any of the foregoing, and any other copyrightable “Work” developed or created by the Sub-Recipient or its personnel in the course of performing and creating the Work, shall be produced as work made for hire when the
Work is within the scope of the definition of a work made for hire in the United States Copyright Act. As such, the copyrights in such Work shall belong to Lead Center and no further action shall be necessary to perfect Lead Center’s rights in them. As used in this paragraph, the term “Work” means all writings and printed matter including the medium by which it is recorded or reproduced, photographs, art work, pictorial reproductions, drawings or other graphic representations and works of a similar nature, sound recordings, films, tapes, original computer programs (including executable computer programs and supporting data in any form) and any other materials or products conceptualized, developed and/or delivered in the course of or under the State or federally-funded portion of this Agreement.

10.4 Copyright Regulations. Furthermore, Sub-Recipient agrees to the copyright conditions stated in OMB Circular A-110, paragraph 26, and 13 CFR 143.34, to the extent those restrictions are applicable to Sub-Recipient.

10.5 Assignment. If for any reason Lead Center is not deemed to be the owner of all right, title and interest in any Work, then Sub-Recipient hereby assigns all such rights to Lead Center and Network, and Sub-Recipient shall cause or require its personnel to assign to Lead Center and Network, at the time of creation of the Work, all such rights they may have in the Work, all without any requirement for further consideration. Sub-Recipient shall take such further actions, and shall cause or require its personnel or contractors to take such further actions, including the execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignments.

10.6 Software. Without limiting the generality of the foregoing, Sub-Recipient shall not acquire, operate or maintain computer software in violation of copyright law, and will strictly adhere to all software license agreements entered into by Sub-Recipient in connection with Sub-Recipient’s purchase or use of computer software, including without limitation provisions of those license agreements pertaining to duplication, modification or use of proprietary software on more than one machine.

10.7 Warranty Regarding Copyrights. Sub-recipient represents and warrants that: (a) it is free to enter into and fully perform the agreements set forth in this Section 10; (b) it has secured or will secure all rights and licenses necessary for the production of the Work; (c) neither the Work nor any of the materials contained therein, nor the exercise by either party of the rights granted in this Agreement, shall infringe upon or violate the rights or interests of any person or entity; (d) Neither the Work nor any part of it shall violate the right of privacy of any person or entity, nor constitute a libel or slander against any person or entity, nor infringe upon the copyright, literary, dramatic, statutory, or common law rights of any person or entity; and (e) it has not granted and shall not grant to any person or entity any right that would or might derogate, encumber or interfere with any of the copyrights granted to LBCCD in this Section 10.

10.8 Reasonable Use of Copyrighted Materials in Performance of Sub-Recipient’s Services. Notwithstanding anything to the contrary set forth in Section 10.3 above, Sub-Recipient shall have the right during the term of this Agreement to use any Work created by Lead Center, Sub-Recipient or any other SBDC Network Service Center in connection with the performance by Sub-Recipient of its services under this Agreement. Sub-Recipient may exercise
that right to use such Work without the prior written consent of Lead Center, unless Lead Center hereafter notifies Sub-Recipient to the contrary.

11. **Confidentiality.** Sub-Recipient acknowledges that during the performance of its services under this Agreement, Sub-Recipient will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by, and/or used by LBCCD, LBCCD’s Clients, and Sub-Recipient’s Clients in connection with the operation of the SBDC and/or the Clients’ businesses. Such items may include, without limitation, business procedures and methods, customer lists, and accounts. Sub-Recipient agrees that neither it nor its employees, agents or contractors will disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required to perform Sub-Recipient’s duties under this Agreement. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of LBCCD or such Clients, whether prepared by Sub-Recipient or otherwise coming into its possession, shall remain the exclusive property of LBCCD and/or the Clients. Sub-Recipient shall not retain any copies of the foregoing without the prior written consent of LBCCD and/or the Client who owns the rights to the items in question. Upon the expiration or earlier termination of this Agreement, or whenever requested by LBCCD and/or the applicable Client, Sub-Recipient shall immediately deliver to LBCCD and/or said Client all such files, records, documents, specifications, information, and other items in Sub-Recipient’s possession or under its control at sub-recipient’s expense.

12. **Conflicts of Interest.** Sub-Recipient shall cause each of its employees, consultants, independent contractors, volunteers, and any individual or organization directly involved with SBDC service delivery to execute a written conflict of interest policy statement in form and content specified by LBCCD, not less frequently than annually, and shall deliver a copy of each such statement to LBCCD. That policy includes an expected code of conduct/ethics to which all of Sub-Recipient’s employees, consultants or independent contractors must adhere. Violation of that code or of any other policy stated or referenced in the annual statement by any such employee, consultant, independent contractor, volunteer, or any individual or organization directly involved with SBDC service delivery shall be grounds for discharge of the employee, consultant or independent contractor, cessation of work with the individual or organization.

13. **Insurance.** Sub-Recipient shall at its expense maintain in full force and effect policies of insurance to specifically insure Sub-Recipient’s performance of the indemnity provisions contained in Section 14 below as to liability for injury to or death of persons and injury or damage to property as follows:

13.1 **General Liability.** Commercial General Liability with minimum limits of $1,000,000 per occurrence, $1,000,000 Personal Injury and Advertising Liability, $500,000 Fire Legal Liability, and $2,000,000 General Aggregate.

13.2 **Professional Liability.** Professional Liability Insurance (errors and omissions) with a minimum of $1,000,000 per claim, and $1,000,000 aggregate.
13.3 **Property Coverage.** Sub-Recipient shall procure and maintain at all times during the term of this Agreement a policy or policies of insurance covering loss or damage to all business personal property including tenant improvements and buildings (if required by lease) in which its Network Service Center is located. Such policies shall cover property for the full replacement value and for the perils of “all risks” including but not limited to sprinkler leakage, water damage, and valuable papers.

13.4 **Crime Coverage.** $250,000 limit crime insurance including but not limited to theft for money and securities owned and in the care, custody and control of Sub-Recipient.

13.5 **Workers’ Compensation Insurance.** Sub-Recipient shall maintain Workers’ Compensation insurance in amounts required by law.

13.6 **Automobile Liability Insurance.** $2,000,000 combined single limit per occurrence for owned, scheduled, non-owned, and hired automobiles.

13.7 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having an “A. M. Best’s Rating” of at least B+ and having a “Financial Size Categories” rating of at least VII in the most current edition of “A. M. Best’s Insurance Reports” issued by A.M. Best Company. In addition, each policy shall be issued by an “admitted” insurance company (i.e., one that is qualified and licensed to do business in the State of California).

13.8 **Primary Insurance.** Insurance obtained pursuant to this Section 13 shall be primary insurance, and other insurance (if any) maintained by LBCCD shall be excess of Sub-Recipient’s insurance and shall not contribute with the insurance required hereunder.

13.9 **Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give LBCCD at least thirty (30) days’ written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

13.10 **Waiver of Subrogation.** Sub-Recipient releases LBCCD from any claims for damage to any person or property, to fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Sub-Recipient and in force at the time of any such damage. Furthermore, each insurance policy shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

13.11 **Verification of Coverage.** Prior to or concurrent with Sub-Recipient’s execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Sub-Recipient shall deliver to LBCCD original certificates of insurance and endorsements evidencing and effecting insurance coverage required hereunder. LBCCD shall have the right, at any and all times, to require Sub-Recipient to provide LBCCD with complete copies of any and all policies of insurance that Sub-Recipient is required to maintain hereunder, and Sub-Recipient shall deliver such copies to LBCCD not later than ten (10) days following such request.
13.12 **LBCCD to be Named as Additional Insured.** As respects 13.1 above general liability insurance policy shall be endorsed to include and name Long Beach Community College District, it’s Board of Trustees, agents, officers, employees, and volunteers as additional insured’s. A separate additional insured endorsement must accompany the certificate of insurance. Each “additional insured” named thereon shall nevertheless be entitled to recover under said policy for any loss suffered by it resulting from any other named insured party.

13.13 **Policy Limits Do Not Limit Sub-Recipient’s Liability.** The minimum limits of policies of insurance required of Sub-Recipient under this Agreement shall in no event limit Sub-Recipient’s liability under this Agreement.

14. **Indemnification.** Sub-Recipient shall indemnify, defend and hold harmless LBCCD and all of its trustees, officers and employees from all actions, agreements, attorneys’ fees, causes of action, claims, contracts, costs, covenants, damages, debts, demands, expenses, judgments, lawsuits, liabilities, liens, losses, obligations, orders, and rights of whatever kind or nature in law, equity or otherwise that may at any time arise or be set up incurred or asserted because of injuries to persons or property arising by reason of, or in the course of, Sub-Recipient’s performance by its duties under this Agreement. The provisions of this Section 14 shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

15. **Independent Contractor.** In performing its duties hereunder, Sub-Recipient shall at all times act as an independent contractor. Sub-Recipient shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Sub-Recipient and not subject to the control or supervision of LBCCD except as to the results of the work and except as otherwise specifically set forth in this Agreement. Neither Sub-Recipient nor its employees are employees of LBCCD, and neither Sub-Recipient nor its employees and shall not represent themselves as employees of LBCCD. No payments made to Sub-Recipient hereunder shall be subject to withholding taxes or other employment taxes required with respect to compensation paid by an employer to an employee. Similarly, neither Sub-Recipient nor its employees shall have any claim against LBCCD hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall render Sub-Recipient an employee, partner, agent of, or joint venturer with LBCCD for any purpose. Neither LBCCD nor Sub-Recipient shall have any duty or liability to pay or perform under contracts entered into by the other.

16. **No Assignment.** Neither this Agreement, nor any interest herein, nor any funds delivered by LBCCD to Sub-Recipient hereunder, may be transferred, assigned, delegated or conferred upon a third party without the prior written approval of LBCCD, which approval may be denied (or granted subject to conditions) in LBCCD’s sole discretion.

17. **MONITORING AND AUDIT RIGHTS.**

17.1 **Oversight, Monitoring and Performance Evaluations.** LBCCD and Lead Center, with direction from the SBA if necessary, shall have the right to monitor Sub-
Recipient’s ongoing operations and its performance under this Agreement to determine if Sub-
Recipient is making effective and efficient use of the funds distributed by LBCCD to Sub-
Recipient hereunder, to verify Sub-Recipient’s compliance with the terms of this Agreement, and
to gauge the effectiveness of the Network Service Center operated by Sub-Recipient hereunder.
This monitoring activity may include, without limitation: (a) reviewing and auditing Sub-
Recipient’s records, files, and procedures relating to Sub-Recipient’s performance under this
Agreement; (b) conducting on-site visits to Sub-Recipient’s Network Service Center;
(c) interviewing Sub-Recipient’s Clients; (d) assessing the timeliness of Sub-Recipient’s
performance; (e) evaluating the competency of Sub-Recipient’s staff; (f) analyzing Sub-
Recipient’s budget management and tracking procedures; and (g) Network Service Center’s
participation in Lead Center activities, including but not limited to meetings, training, and
conference calls. LBCCD and Lead Center shall have the right to conduct internal audits of the
Sub-Recipient’s financial records to prepare SBDC for official SBA financial review. Sub-
Recipient shall make all necessary corrective action within reasonable and specified timelines to
correct any findings identified in the internal audit conducted by the Lead Center.

LBCCD and Lead Center shall have the right to conduct internal reviews of the Sub-Recipient’s
operations and processes, and to request Service Center to conduct self-audits to prepare for the
ASBDC Accreditation review. Sub-Recipient shall make all necessary corrective action within
reasonable and specified timelines to correct any findings identified in the internal review
conducted by the Lead Center.

Sub-Recipient is hereby notified of LBCCD’s authority to manage SBDC Service Center hosted
by Sub-Recipient per LBCCD’s Cooperative Agreement with the SBA. Sub-Recipient agrees to
direct and address all communication, issues, disputes and concerns regarding the program to
LBCCD via the Lead Center.

17.2 **State Audit.** In addition, and without limiting the generality of the
foregoing, LBCCD has the right to request one or more examinations and audits by the State
Auditor of Sub-Recipient’s books and records pertaining to this Agreement. Pursuant to California
Government Code § 8546.7 the parties hereto shall be subject to all such examinations and audits.

17.3 **Cooperation by Sub-Recipient.** Sub-Recipient agrees to submit to at its
own expense any audit or examination requested pursuant to this Section 17 by opening Sub-
Recipient’s records and by devoting sufficient staff resources necessary to aid the auditor or
examiner. Sub-Recipient shall provide LBCCD, the State Auditor, or the SBA with any relevant
information requested and shall permit such auditor/examiner and its representatives access to
Sub-Recipient’s Network Service Center upon reasonable notice during normal business hours for
the purpose of interviewing Sub-Recipient’s personnel and inspecting and copying Sub-
Recipient’s books, records, accounts and other material that may be relevant to the matter under
investigation.

18. **DEFAULT BY SUB-RECIPIENT**

18.1 **Notice of Sub-Recipient’s Default** If at any time LBCCD determines
that Sub-Recipient is in material default of its obligations hereunder, LBCCD shall deliver written
notice to Sub-Recipient (“Default Notice”) specifying the nature of the default and the actions which Sub-Recipient must take to cure the default.

18.2 Appeal Rights. Sub-Recipient shall have the right, within ten (10) days following LBCCD’s delivery of a Default Notice, to file a written appeal with LBCCD’s Vice President of the Office of Economic & Resource Development (“ERD”). That written appeal shall clearly and concisely state Sub-Recipient’s position regarding the alleged default and the facts supporting Sub-Recipient’s position. The ERD (acting through said Vice President and/or his or her designee) shall have the right to make additional inquiries of LBCCD and of Sub-Recipient relative to the Default Notice and the written appeal. Within ten (10) days after delivery of that written appeal, or as soon thereafter as reasonably possible, the ERD (through said Vice President or designee) shall deliver to LBCCD and to Sub-Recipient a written approval of the Default Notice, a written modification of the Default Notice, or a written rescission of the Default Notice.

18.3 Cure Period. If Sub-Recipient does not timely appeal the Default Notice as set forth in Section 18.2 above, then Sub-Recipient shall have thirty (30) days after the delivery of the Default Notice in which to cure the default to LBCCD’s satisfaction. If Sub-Recipient does exercise its appeal rights and the ERD issues an approval or modification of the Default Notice, then said cure period shall be extended until the date which is thirty (30) days after the delivery of that approval or modification. If the ERD issues a written rescission of the Default Notice as a result of the appeal, then no default shall be deemed to exist and Sub-Recipient shall not be required to effect any cure.

18.4 LBCCD’s Remedies Upon Sub-Recipient’s Failure to Cure. If Sub-Recipient fails to cure the default to LBCCD’s satisfaction by the time specified in Section 18.3 above, then LBCCD shall have the right to exercise any remedy available to it at law, in equity or under this Agreement, including without limitation (a) extending the cure period, (b) curing the default at Sub-Recipient’s expense, (c) immediately terminating this Agreement by written notice to Sub-Recipient, and (d) recovering directly from Sub-Recipient or from amounts owing by LBCCD to Sub-Recipient any damages incurred by LBCCD in connection with Sub-Recipient’s default.

18.5 Examples of Defaults. Without limitation, the following shall constitute events of default by Sub-Recipient hereunder: (a) failure to comply with any of the terms and conditions of this Agreement; (b) failure to satisfactorily perform the scope of work set forth in Section 6 above; (c) unwillingness to implement reasonable changes to improve such performance; (d) disregard or material violation of laws, regulations, policies or procedures with which Sub-Recipient is obligated to comply pursuant to this Agreement; (e) conduct reflecting a lack of business integrity or honesty; (f) a conflict of interest causing real or perceived detriment to a Client, LBCCD, the SBDC Network or the SBA; (g) improper use of federal funds or other funds in connection with the SBDC; (h) failure to submit to monitoring, oversight and performance evaluations pursuant to Section 17 above; (i) failure to maintain required documents or records; (j) failure of the Service Center Director to work on a full-time basis in the performance of services required of Sub-Recipient hereunder; and (k) failure of the Service Center to meet program accreditation and financial audit requirements; and (l) failure to demonstrate capacity for service delivery, including Service Center not fully operational or staffed after one
year in operation; (m) significant staff reduction to SBDC program for greater than 30 days affecting service delivery and network performance.

18.6  **Additional Remedy for Failure to Timely Deliver Reports.** In addition to the rights and remedies described above in this Section 18, if Sub-Recipient fails for two (2) consecutive quarters to timely deliver the quarterly Reports required pursuant to Section 9 above, then such second quarterly failure shall constitute a non-curable default, and LBCCD shall be entitled to exercise any and all remedies available under Section 18.4 above without regard to any cure period available hereunder but subject to Sub-Recipient’s appeal right pursuant to Section 18.2 above.

19.  **CONSULTANT SERVICES.**

19.1  In the event and to the extent that Sub-Recipient utilizes the services of one or more consultants who provide professional or technical advice or recommended course(s) of action, each such consultant shall be subject to all of the obligations, restrictions and requirements imposed upon Sub-Recipient under this Agreement, to the extent such obligations, restrictions and requirements apply to the services provided by the consultant. Without limiting the generality of the foregoing, the following shall apply to each such consultant:

19.2  Sub-Recipient shall advise the consultant of all obligations, restrictions and requirements imposed under this Agreement that is applicable to the consultant.

19.3  Disputes between Sub-Recipient and the consultant shall be resolved through arbitration rather than litigation. Any personnel matter between the center host institution and service center consultant shall be managed by Sub-Recipient Human Resource policies. The arbitrator shall be selected by the mutual agreement of Sub-Recipient and the consultant. Sub-Recipient and the consultant shall enter into a written arbitration agreement concurrent with Sub-Recipient’s retention of the consultant.

19.4  Consultant’s key personnel assigned by consultant to perform work in connection with this Agreement shall be mutually acceptable to Sub-Recipient and LBCCD. Similarly, the level of responsibility of such key personnel shall also be mutually acceptable to Sub-Recipient and LBCCD. LBCCD shall have the right to require the use of any such personnel by Sub-Recipient or the consultant unless and until LBCCD has expressly consented in writing to the use of to said personnel.

19.5  The Sub-Recipient shall provide the Lead Center with one copy of a current resume for each of the consultants who will provide services in connection with this Agreement.

19.6  Following the expiration or earlier termination of this Agreement, if required by Sub-Recipient or LBCCD, the consultant shall submit to Sub-Recipient and LBCCD a comprehensive final report, and/or schedule a final meeting with the consultant, Sub-Recipient and LBCCD, regarding the consultant’s services in connection with this Agreement. The requirement set forth in this paragraph shall be included in any contract between Sub-Recipient and the consultant by which Sub-Recipient retains the services of the consultant.
19.7 No consultant shall charge any Client for services provided to the Client by the consultant (a) in connection with the SBDC Network, as long as the consultant is providing services to any Client in connection with the SBDC Network.

19.8 Sub-Recipient shall require each consultant to sign an annual participation agreement in form and content required by LBCCD. Without limiting the generality of the foregoing, the participation agreement may include the requirements set forth in Sections 19.1, 19.2, 19.5 and 19.6 above, as well as a conflict of interest statement as specified in Section 12 above. Sub-Recipient shall institute consultant certification program elected by the Lead Center for qualifying and hiring on consultants to ensure the highest quality of services delivered by SBDC Network.

20. **Termination by LBCCD.** In addition to its other termination rights set forth above, LBCCD shall have the right to terminate this Agreement if SBA discontinues funding to the SBDC, or if the Cooperative Agreement is terminated, or for any other reason in LBCCD’s discretion. LBCCD shall exercise that right by written notice to Sub-Recipient specifying the effective date of the termination (“Termination Notice”). In such event, Sub-Recipient shall (a) continue to perform its duties hereunder through and including the termination date specified in the Termination Notice, (b) transfer to LBCCD and/or its designee Sub-Recipient’s Customer files, data-bases and records, equipment (as specified in the Operations Manual), and program income relative to Sub-Recipient’s Network Service Center and its performance hereunder; (c) take other steps reasonably requested by LBCCD to minimize the impact of termination of this Agreement upon Sub-Recipient’s Customers; and (d) prepare and deliver to LBCCD, not later than 30 days after the effective termination dates, final Reports of the types required by Section 9 above. The obligations of Sub-Recipient under this paragraph shall survive the termination of this Agreement.

20.1.1 **Termination by Sub-Recipient.** In addition to its other termination rights set forth herein, Sub-Recipient shall have the right to terminate this Agreement upon ninety (90) days written notice (“Termination Notice”). In such an event, Sub-Recipient and LBCCD shall (a) continue to perform their respective duties hereunder through and including the termination date specified in the Termination Notice, (b) Sub-Recipient shall transfer to LBCCD and/or its designee Sub-Recipient’s Customer files, data-bases and records, equipment (as specified in the Operations Manual), and program income relative to Sub-Recipient’s Network Service Center and its performance hereunder, (c) take other steps reasonably requested by LBCCD to minimize the impact of termination of this Agreement upon Sub-Recipient’s Customers, and (d) prepare and delivery to LBCCD, not later than 30 days after the effective termination dates, final Reports to the types required by Section 9 above. The obligations of LBCCD to Sub-Recipient under this paragraph shall survive the termination of this Agreement

21. **Miscellaneous.**

21.1 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or registered or certified mail, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage
prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To LBCCD:
Margie Padron
Contracts Management Department – G-4
Long Beach Community College District
4901 East Carson Street
Long Beach, California 90808
Telephone No.: (562) 938-4848
Fax No.: (562) 938-4640
E-mail: mpadron@lbcc.edu

With a copy (which shall not constitute notice) to:
Sheneui Weber
Executive Director, ERD/SBDC
4901 E. Carson, Building O
Long Beach, California 90808
Telephone No.: (562) 938-5008
Fax No.: (562) 938-5030
E-mail: sweber@lbcc.edu

To Sub-Recipient:
Steven Tannehill, Director
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Telephone No.: (661) 294-8645
Fax No.: (661) 294-5203
E-mail: steven.tannehill@canyons.edu

With a copy (which shall not constitute notice) to:

Attn: ______________, California 9____________
Telephone No.: (___) ______
Fax No.: (___) ______
E-mail: _______________@__________

21.2 **Time.** Time is of the essence of every provision contained in this Agreement.

21.3 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

21.4 **Successors and Assigns.** Without limiting the generality of Section 16 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

21.5 **Attorneys’ Fees.** If either party brings suit against the other with respect to this Agreement, then all costs and expenses, including without limitation actual professional fees and costs such as appraisers’ accountants’ experts, and attorneys fees and costs, incurred by the prevailing party (whether that party prevails by final judgment or out-of-court settlement) shall be paid by the losing party. The losing party’s obligation shall be deemed to have accrued on the date of the commencement of such actions and shall be enforceable whether or not the action is prosecuted to judgment. As used herein the term “attorneys fees and costs” shall include, without limitation, attorneys’ fees, costs, and expenses incurred in connection with any (a) post-judgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party
examinations, (d) discovery, and (e) bankruptcy litigation. As used herein, the term “prevailing party” shall include without limitation any party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

21.6 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party’s time for performance by more than thirty (30) days, regardless of the cause of the delay.

21.7 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

21.8 Arbitration; Consent to Jurisdiction and Service of Process. Any dispute, claim or controversy arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the County of Los Angeles, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Rules of Commercial Arbitration. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In the event of any such seeking of provisional remedies, all judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

21.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as
though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

21.10 **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

21.11 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

21.12 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

21.13 **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

21.14 **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

21.15 **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

21.16 **Joint and Several Liability.** To the extent that either party constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

21.17 **Relationship of Parties.** Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture or any similar relationship between them.

21.18 **Representation Regarding Federal SDN List and Anti-Terrorism Laws.** Sub-Recipient hereby represents and warrants to LBCCD that Sub-Recipient: (a) is not
listed on the Specially Designated Nationals List maintained by the U.S. Treasury Department’s Office of Foreign Assets Control; (b) is not an entity that LBCCD is prohibited from doing business with under state and/or federal anti-terrorism laws; (c) will not violate any of said anti-terrorism laws; and (d) will not do business with any entity that Sub-Recipient knows or suspects has violated, is violating or intends to violate such anti-terrorism laws.

21.19 Defined Terms. The term “Client” and certain other terms defined in this Agreement are based on current definitions provided by the SBA. LBCCD reserves the right to change or expand the definition of “Client” or any other defined term herein when such change or expansion is necessary in LBCCD’s opinion to comply with SBA rules, regulations and policies as the same may be revised or interpreted from time to time. Each such change shall be communicated to Sub-Recipient in the Operations Manual or, in LBCCD’s discretion, by other written notice from LBCCD to Sub-Recipient.

“LBCCD”
Long Beach Community College District

Signed: __________________________________________
Ann-Marie Gabel
Vice President,
Administrative Services

“Sub-Recipient”
Santa Clarita Community College District

Signed: __________________________________________
Name: Dr. Dianne Van Hook
Title: Chancellor

Approved by the Board of Trustees on December 8, 2009
Exhibit “A”

Cooperative Agreement

[TO FOLLOW]
Exhibit “B”

Program Announcement

[TO FOLLOW]
### BACKGROUND / ANALYSIS:

The following California State Department of Education, Child Development Division, Resolution covers the State Preschool Expansion Grant for child development services offered by the Center for Early Childhood Education to financially qualified families of 4 and 3 year old children. College of the Canyons student-parents have priority over community members.

This contract enables us to offer a developmental half-day program five days a week, which is free to financially qualified students and community members. This is an on-going annual item and the contract is being renewed for the eighteenth year. The contract period for fiscal year 2010-11 will be from July 1, 2010 through June 30, 2011.

### FISCAL IMPLICATIONS:

The maximum reimbursable amount to College of the Canyons will be $357,389.

### RECOMMENDATIONS:


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<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Approval for submission to Board of Trustees:</th>
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<tbody>
<tr>
<td>Diane M. Stewart</td>
<td>Dr. Dianne G. Van Hook</td>
</tr>
<tr>
<td>Dean Early Childhood Education and Training Programs</td>
<td>Chancellor</td>
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Recommended by:

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<th>Recommended by:</th>
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<tr>
<td>Dr. Mitjl Capet</td>
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<td>Asst Supt/VP, Instruction</td>
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RESOLUTION 2009/10-19

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California State Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 10/11.

__________________________

RESOLUTION

BE IT RESOLVED that the Governing Board of Santa Clarita Community College District authorizes entering into local agreement numbers CSPP-0263 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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<td>Mitil Capet</td>
<td>Asst. Superintendent/ VP– Instruction</td>
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PASSED AND ADOPTED THIS 23rd day of June, 2010, by the Governing Board of the Santa Clarita Community College District of Los Angeles County, California.

I, ________________________________, Clerk of the Governing Board of the Santa Clarita Community College District, of Los Angeles, County, California, certify that the foregoing is full, true and correct, copy of a resolution adopted by the said Board at a business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

__________________________  __________________________
(Clerk’s signature)          (Date)
AGENDA
CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Resolution 2009/10-20: General Child Care

Contract CCTR-0144

ACTION/CONSENT X

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The following California State Department of Education, Child Development Division, Resolution covers the General Child Care Contract for child development services offered by the Center for Early Childhood Education to financially qualified families of children 12 months - 3 years of age. College of the Canyons student-parents have priority over community members.

This contract enables us to offer a developmental full or part day program two - five days a week (depending on need). This is an annual item and the contract is being renewed for the thirteenth year. The contract period for fiscal year 2009-10 will be from July 1, 2010 through June 30, 2011.

FISCAL IMPLICATIONS:
The maximum reimbursable amount to College of the Canyons will be $198,994.

RECOMMENDATIONS:
Move approval of Resolution 2009/10 – 20: General Child Care Contract CCTR-0144.

Submitted by: Diane M. Stewart
Dean, Early Childhood Education and Training Programs
Recommended by: Dr. Mitjl Capet
Asst Supt/VP, Instruction

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
RESOLUTION 2009/10-20

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California State Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contracts for Fiscal Year 10/11.

RESOLUTION

BE IT RESOLVED that the Governing Board of the Santa Clarita Community College District authorizes entering into local agreement numbers CCTR-0144 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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<tr>
<td>Mitjl Capet</td>
<td>Asst. Superintendent/ VP– Instruction</td>
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PASSED AND ADOPTED THIS 23rd day of June, 2010, by the Governing Board of the Santa Clarita Community College District of Los Angeles County, California.

I, ____________________________, Clerk of the Governing Board of the Santa Clarita Community College District of Los Angeles County, California, certify that the foregoing is full, true and correct, copy of a resolution adopted by the said Board at a business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_________________________________________  ____________________________
(Clerk’s signature)                        (Date)
## AGENDA

**CATEGORY** BUSINESS SERVICES

<table>
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<tr>
<th>ITEM/TITLE</th>
<th>Approval of Travel Authorizations Schedule T 09/10-20</th>
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### ACTION/CONSENT

- [ ] ACTION
- [x] 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.

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

### FISCAL IMPLICATIONS:

Travel expenditure requests for fiscal year 2009-10 totaling $7,608.14 are included in the 2009-10 Adopted Budget.

### RECOMMENDATIONS:

Move Approval of Travel Authorizations Schedule T 09/10-20.

Submitted by: Kari Soffa

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: Sharlene L. Coleal
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## APPROVED TRAVEL

|   | Visit Northern California Colleges "Biotechnology Programs" | 06/24-06/28/10 | San Francisco, CA | Miriam Colbert | - | 745.55 | 550.00 | 165.00 | 100.00 | $1,564.55 | IS | VITEA |

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### TRAVEL AUTHORIZATION SCHEDULE

**BOARD OF TRUSTEES MEETING**

**June 23, 2010**

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**GRAND TOTAL**

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**AGENDA**

**CATEGORY**  BUSINESS SERVICES

**ITEM/TITLE**  Approval of Travel Authorizations Schedule T 10/11-1  

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

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

**FISCAL IMPLICATIONS:**
Travel expenditure requests for fiscal year 2010-11 totaling $11,210.00 are included in the 2010-11 Tentative Budget.

**RECOMMENDATIONS:**
Move Approval of Travel Authorizations Schedule T 10/11-1.

Submitted by:  
Kari Soffa

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:  
Sharlene L. Coleal
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<td>SBDC GRANT (COC MATCH) #2</td>
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<td>National SBDC Conference</td>
<td>09/25-09/24/10</td>
<td>San Antonio, TX</td>
<td>Steve Tannenhill</td>
<td>-</td>
<td>720.00</td>
<td>750.00</td>
<td>230.00</td>
<td>200.00</td>
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<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>DHS-EMS Agency Meetings</td>
<td>09/23/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
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<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>DHS-EMS Agency Meetings</td>
<td>10/05/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
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<td>11</td>
<td></td>
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<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>DHS-EMS Agency Meetings</td>
<td>10/20/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
<td></td>
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</tr>
</tbody>
</table>
## TRAVEL AUTHORIZATION SCHEDULE
### BOARD OF TRUSTEES MEETING
#### June 23, 2010

<table>
<thead>
<tr>
<th>Registration</th>
<th>Fees</th>
<th>Trans</th>
<th>Lodging</th>
<th>Meals</th>
<th>Other</th>
<th>Total</th>
<th>Code</th>
<th>Funding Source</th>
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</thead>
<tbody>
<tr>
<td>12 DHS-EMS Agency Meetings</td>
<td>10/28/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>13 DHS-EMS Agency Meetings</td>
<td>11/02/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>14 DHS-EMS Agency Meetings</td>
<td>11/18/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
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<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>15 DHS-EMS Agency Meetings</td>
<td>11/18/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
<td></td>
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<td>NO COST TO DISTRICT</td>
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<tr>
<td>16 DHS-EMS Agency Meetings</td>
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<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
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<td>NO COST TO DISTRICT</td>
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<tr>
<td>17 DHS-EMS Agency Meetings</td>
<td>12/15/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>18 DHS-EMS Agency Meetings</td>
<td>12/23/10</td>
<td>Santa Fe Springs, CA</td>
<td>Patti Haley</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
</tbody>
</table>

**INTERNATIONAL TRAVEL FISCAL YEAR 10/11**

| International Recruiting Trip - Far East | 10/05-10/22/10 | Far East, Singapore, Maldives, Sri Lanka, Malaysia | Bruce P.tekey | 3,550.00 | 3,750.00 | 1,350.00 | 580.00 | $8,230.00 | 88 |

**GRAND TOTAL**

$11,210.00

---

### Administrative Oversight Codes

- District Vehicle
- Private Vehicle
- Conference
- Substitute Required
- President (1000)
- Instructional Services (2000)
- Student Services (3000)
- Business Services (4000)
- Plant & Property (5000)
- Personnel Services (9000)
- Administrative Services (7000)
- Institutional Research (8000)
- Canyon Country Campus (9000)
## AGENDA

**CATEGORY**  BUSINESS SERVICES

<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 Renewal of Independent Contract Agreement</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Between Santa Clarita Community College District and Mr. Jesse Munoz, Freelance Writer And Photographer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BACKGROUND / ANALYSIS:

The Agreement with Mr. Munoz is for assisting the Santa Clarita Community College District's communications function by covering, writing about, taking photographs for and distributing publications and materials regarding special events and programs until a full time writer can be hired. His contract supports the District's need for additional public information materials at this time, to communicate to the community information associated with district enrollments, performing arts promotion, relating district successes and initiatives to the community, and providing expanded student and other campus services.

This item is the renewal of an existing agreement in place for Mr. Munoz until a permanent Writer/Photographer can be hired or for the remainder of this calendar year, whichever comes first. The permanent position has been board approved and the hiring process is underway. The $18,000 is in addition to $18,000 approved for the first half of this academic year (June 10-December 10). Copies of the agreement are available upon request from Business Services.

### FISCAL IMPLICATIONS:

Funds for a full time Writer/Photographer have been requested in the 2010/11 Budget. Funds for this contract will come from salary savings obtained from the time between the beginning of the 2010/11 fiscal year and when a permanent writer can be hired.

### RECOMMENDATIONS:

Move approval of the Renewal of the Independent Contract Agreement between Santa Clarita Community College District and Mr. Jesse Munoz, freelance writer and photographer.

Submitted by: Sue Bozman  
VP, District Communication, Marketing and External Relations

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

Recommended by: Sue Bozman
INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and Jesse Munoz, hereinafter referred to as "CONTRACTOR".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

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

1. **Scope of Service.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor: **Freelance writing and photography, research, studies for projects that are not ongoing, and preparation of documents for Public Information Office.** Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. **Term.** Contractor shall commence providing services under this Agreement on **July 1, 2010**, and will diligently perform as required and complete performance by **December 31, 2010**.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eighteen Thousand Dollars ($18,000.00)**. District shall pay Contractor after District's Board of Trustee ("Board") approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

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

5. **Materials and Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.
6. **Policies & Procedures and Rules & Regulations.** Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

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

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

   a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

11. **Insurance.** Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers’ Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District shall be given thirty (30) day’s notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.

12. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

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

14. **Permits/Licenses.** Contractor and all Contractor’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

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

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

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

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

At the date of this Agreement:

<table>
<thead>
<tr>
<th>To the District:</th>
<th>To the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>Jesse Munoz</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>25372 Via Donna Christa</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Valencia, CA 91355</td>
</tr>
<tr>
<td>Attn: Sue Bozman</td>
<td>Attn:</td>
</tr>
<tr>
<td>Email: <a href="mailto:sue.bozman@canyons.edu">sue.bozman@canyons.edu</a></td>
<td>Email: <a href="mailto:jmorganmunoz@gmail.com">jmorganmunoz@gmail.com</a></td>
</tr>
<tr>
<td>Tele: 661-362-3415</td>
<td>Tele: 661-993-2872</td>
</tr>
</tbody>
</table>

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

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

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

23. **Certification Regarding Debarment, Suspension or Other Ineligibility (applicable to all agreements funded in part or whole with federal funds).**

   a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

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

IN WITNESS WHEREOF, parties hereby agree.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: 
Print Name SUE BOZMAN
Print Title VP, District Comm. Marketing & Ext. Relations
Date Board Meeting-Date of Approval/Ratification 06-23-10

CONTRACTOR

BY: 
Print Name 
Print Title 
Date 
Federal Tax ID #
Interfund transfers for fiscal years 2009-2010 and 2010-2011 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 2009-2010 Current Budget or the 2010-11 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 2009-10 Current Budget and the 2010-11 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
### Santa Clarita Community College District
### Transfers Between Funds
#### 6/23/2010 Business Meeting

#### District Transfers for Fiscal Year 2009-2010

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>From Amount</th>
<th>To Amount</th>
<th>Reference and Comments</th>
</tr>
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<tbody>
<tr>
<td>11-97310-00-130810-2000</td>
<td>Interfund Transfer - General Fund Transfer In - Restricted General Fund</td>
<td>2,112.00</td>
<td>2,112.00</td>
<td>Indirect Support for District - FIPSE Gerontology Grant</td>
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</table>

#### District Transfers for Fiscal Year 2010-2011

<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>11-97310-00-07000003-4000</td>
<td>Interfund Transfer - General Fund Transfer In - Retiree Benefits Fund</td>
<td>471,035</td>
<td>471,035</td>
<td>District contribution to Retiree Benefits Fund</td>
</tr>
<tr>
<td>69-45882-00-00500003-0000</td>
<td>Interfund Transfer - General Fund Transfer In - Child Development Fund</td>
<td>111,573</td>
<td>111,573</td>
<td>District contribution to Child Development Center Fund</td>
</tr>
<tr>
<td>33-48682-00-00600000-4000</td>
<td>Interfund Transfer - General Fund Transfer In - Restricted General Fund</td>
<td>3,500</td>
<td>3,500</td>
<td>District transfer to cover fringe benefits for Federal Work Study payroll</td>
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<tr>
<td>11-97310-00-000005-4000</td>
<td>Interfund Transfer - General Fund Transfer In - Restricted General Fund</td>
<td>9,000</td>
<td>9,000</td>
<td>District contribution to Retiree Benefits Fund</td>
</tr>
<tr>
<td>69-45882-00-06001000-4000</td>
<td>Interfund Transfer - General Fund Transfer In - Retiree Benefits Fund</td>
<td>3,700</td>
<td>3,700</td>
<td>District contribution to Retiree Benefits Fund</td>
</tr>
<tr>
<td>11-97310-00-06014000-4000</td>
<td>Interfund Transfer - General Fund Transfer In - Retiree Benefits Fund</td>
<td>457,327</td>
<td>457,327</td>
<td>District transfer to Restricted General Fund to Fund Institutional Development Department</td>
</tr>
<tr>
<td>69-45882-00-06014000-4000</td>
<td>Interfund Transfer - General Fund Transfer In - Restricted General Fund</td>
<td>25,000</td>
<td>25,000</td>
<td>District contribution to the Performing Arts Center</td>
</tr>
<tr>
<td>11-97310-00-05040000-8000</td>
<td>Interfund Transfer - General Fund Transfer In - Restricted General Fund</td>
<td>15,000</td>
<td>15,000</td>
<td>District contribution to Small Business Development Center (required match)</td>
</tr>
<tr>
<td>12-48682-00-05040000-8000</td>
<td>Interfund Transfer - General Fund Transfer In - Restricted General Fund</td>
<td>30,000</td>
<td>30,000</td>
<td>District contribution to Small Business Development Center (required match)</td>
</tr>
<tr>
<td>11-97310-00-06832000-7000</td>
<td>Interfund Transfer - General Fund Transfer In - Performing Arts Center Fund</td>
<td>527,368</td>
<td>527,368</td>
<td>District transfer to Restricted General Fund to fund Salaries/Expenses/Debt Service for Parking</td>
</tr>
<tr>
<td>58-48682-00-06832000-7000</td>
<td>Interfund Transfer - General Fund Transfer In - Restricted General Fund</td>
<td>50,000</td>
<td>50,000</td>
<td>District transfer to pay debt service on 2006 Certificates of Participation</td>
</tr>
<tr>
<td>26-48682-00-06600000-3000</td>
<td>Interfund Transfer - General Fund Transfer In - Debt Service Fund</td>
<td>156,857</td>
<td>156,857</td>
<td>District transfer to pay debt service on California Energy Commission Loan</td>
</tr>
<tr>
<td>26-45882-00-06600000-3000</td>
<td>Interfund Transfer - General Fund Transfer In - Debt Service Fund</td>
<td>32,160</td>
<td>32,160</td>
<td>District contribution to sinking fund for the replacement of field turf in the stadium</td>
</tr>
<tr>
<td>11-97310-00-714032-5000</td>
<td>Interfund Transfer - General Fund Transfer In - Debt Service Fund</td>
<td>827,197</td>
<td>827,197</td>
<td>District transfer to pay debt service on 2006 Certificates of Participation</td>
</tr>
<tr>
<td>45-48682-00-714032-5000</td>
<td>Interfund Transfer - General Fund Transfer In - Replace Field Turf Sinking Fund</td>
<td>251,429</td>
<td>251,429</td>
<td>District transfer to pay debt service on 2006 Certificates of Participation</td>
</tr>
<tr>
<td>11-97310-00-735100-4000</td>
<td>Interfund Transfer - General Fund Transfer In - Financial Aid Fund</td>
<td>42,013</td>
<td>42,013</td>
<td>District contribution to Financial Aid fund to fund District 25% required match on SEOG grants</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>From Amount</td>
<td>To Amount</td>
<td>Reference and Comments</td>
</tr>
<tr>
<td>---------------</td>
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</tr>
<tr>
<td>12-97320-00-098651-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>1,119</td>
<td>1,119</td>
<td>Indirect Support for District - IDRC Welding Grant</td>
</tr>
<tr>
<td>11-48692-00-098651-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>12,286</td>
<td>12,286</td>
<td>Indirect Support for District - IDRC Welding Automation Grant</td>
</tr>
<tr>
<td>12-97320-00-099855-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>7,885</td>
<td>7,885</td>
<td>Indirect Support for District - Center for Applied Competitive Technologies Grant</td>
</tr>
<tr>
<td>11-48692-00-099855-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>550</td>
<td>550</td>
<td>Indirect Support for District - Center for Applied Competitive Technologies Carryforward Grant</td>
</tr>
<tr>
<td>12-97320-00-099901-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>4,172</td>
<td>4,172</td>
<td>Indirect Support for District - Arts Education - James Irvine Foundation</td>
</tr>
<tr>
<td>11-48692-00-099901-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>5,642</td>
<td>5,642</td>
<td>Indirect Support for District - Associate Degree Nursing Enrollment Growth Grant</td>
</tr>
<tr>
<td>12-97320-00-100170-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>21,407</td>
<td>21,407</td>
<td>Indirect Support for District - Medical Lab Tech Economic Stimulus Grant</td>
</tr>
<tr>
<td>11-48692-00-100170-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>4,121</td>
<td>4,121</td>
<td>Indirect Support for District - Paramedics to RN WIA Grant</td>
</tr>
<tr>
<td>12-97320-00-120300-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>12,476</td>
<td>12,476</td>
<td>Indirect Support for District - Specialty Courses for RN WIA Grant #2</td>
</tr>
<tr>
<td>11-48692-00-120300-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>14,468</td>
<td>14,468</td>
<td>Indirect Support for District - LVN to RN WIA Grant #2</td>
</tr>
<tr>
<td>12-97320-00-120504-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>538</td>
<td>538</td>
<td>Indirect Support for District - Nursing Faculty Recruitment Grant</td>
</tr>
<tr>
<td>11-48692-00-120504-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>2,604</td>
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<td>Indirect Support for District - Foster Parent Grant</td>
</tr>
<tr>
<td>12-97320-00-130514-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>1,206</td>
<td>1,206</td>
<td>Indirect Support for District - Fispe Gerontology Grant</td>
</tr>
<tr>
<td>11-48692-00-130514-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>11,923</td>
<td>11,923</td>
<td>Indirect Support for District - CTE Community Collaborative Grant #1</td>
</tr>
<tr>
<td>12-97320-00-130918-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>2,250</td>
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<td>Indirect Support for District - IDRC Emerging Tech Grant</td>
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<tr>
<td>11-48692-00-130918-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>45,891</td>
<td>45,891</td>
<td>Indirect Support for District - Distance Education Closed Captioning Grant</td>
</tr>
<tr>
<td>12-97320-00-490011-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>13,027</td>
<td>13,027</td>
<td>Indirect Support for District - CTE Community Collaborative Grant #2</td>
</tr>
<tr>
<td>11-48692-00-490011-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>2,250</td>
<td>2,250</td>
<td>Indirect Support for District - IDRC Emerging Tech Grant</td>
</tr>
<tr>
<td>12-97320-00-490210-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>45,891</td>
<td>45,891</td>
<td>Indirect Support for District - Distance Education Closed Captioning Grant</td>
</tr>
<tr>
<td>11-48692-00-490210-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>12,494</td>
<td>12,494</td>
<td>Indirect Support for District - Distance Education Closed Captioning Grant Carryforward</td>
</tr>
<tr>
<td>12-97320-00-490300-2000</td>
<td>Interfund Transfer - Restricted General Fund Transfer In - General Fund</td>
<td>64,519</td>
<td>64,519</td>
<td>Indirect Support for District - Open Educational Resources Grant</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>From Amount</td>
<td>To Amount</td>
<td>Reference and Comments</td>
</tr>
<tr>
<td>----------------</td>
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<tr>
<td>12-97320-00-601050-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>2,254</td>
<td>3,254</td>
<td>Indirect Support for District - Academy of the Canyons Grant</td>
</tr>
<tr>
<td>11-48982-00-601050-2000</td>
<td>Transfer In - General Fund</td>
<td>2,681</td>
<td>2,681</td>
<td>Indirect Support for District - Tech Prep Grant</td>
</tr>
<tr>
<td>12-97320-00-675250-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>16,022</td>
<td>16,022</td>
<td>Indirect Support for District - NSF Grant Carryforward</td>
</tr>
<tr>
<td>11-48982-00-675250-2000</td>
<td>Transfer In - General Fund</td>
<td>6,095</td>
<td>6,095</td>
<td>Indirect Support for District - Small Business Development Center Grant</td>
</tr>
<tr>
<td>12-97320-00-684010-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>7,619</td>
<td>7,619</td>
<td>Indirect Support for District - Small Business Development Center Grant</td>
</tr>
<tr>
<td>11-48982-00-684010-2000</td>
<td>Transfer In - General Fund</td>
<td>594</td>
<td>594</td>
<td>Indirect Support for District - SBDC Youth Project Grant</td>
</tr>
<tr>
<td>12-97320-00-684037-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>1,336</td>
<td>1,336</td>
<td>Indirect Support for District - IDRC Incubator Grant</td>
</tr>
<tr>
<td>11-48982-00-684037-2000</td>
<td>Transfer In - General Fund</td>
<td>923</td>
<td>923</td>
<td>Indirect Support for District - RTF Incumbent Worker Manufacturing Grant</td>
</tr>
<tr>
<td>12-97320-00-684085-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>5,772</td>
<td>5,772</td>
<td>Indirect Support for District - RTF Incumbent Worker Grant</td>
</tr>
<tr>
<td>11-48982-00-684085-2000</td>
<td>Transfer In - 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>12-97320-00-684090-2000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>4,960</td>
<td>4,960</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>21,692</td>
<td>21,692</td>
<td>Indirect Support for District - University Center Congressional Award</td>
</tr>
<tr>
<td>12-97320-00-685000-8000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>7,561</td>
<td>7,561</td>
<td>Indirect Support for District - University Center Congressional Award Carryforward</td>
</tr>
<tr>
<td>11-48982-00-685000-8000</td>
<td>Transfer In - General Fund</td>
<td>21,692</td>
<td>21,682</td>
<td>Indirect Support for District - University Center Congressional Sub Award</td>
</tr>
<tr>
<td>12-97320-00-685010-8000</td>
<td>Interfund Transfer - Restricted General Fund</td>
<td>668,063</td>
<td>556,063</td>
<td>Transfer from Parking Fund to pay debt service on 2006 Certificates of Participation</td>
</tr>
<tr>
<td>11-48982-00-685010-8000</td>
<td>Transfer In - General Fund</td>
<td>1,945</td>
<td>1,945</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>459</td>
<td>459</td>
<td>Indirect Support for District - Mesa Grant Carryforward</td>
</tr>
<tr>
<td>11-48982-00-696500-2000</td>
<td>Transfer In - General Fund</td>
<td>161,288</td>
<td>161,288</td>
<td>Transfer from Student Center Fund to pay debt service on 2006 Certificates of Participation</td>
</tr>
<tr>
<td>72-97320-00-696000-3000</td>
<td>Interfund Transfer - Student Representation Fee Fund</td>
<td>1,800</td>
<td>1,800</td>
<td>Indirect Support for District - Student and Co-Curricular Activities/Student Rep Fee</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>From Amount</td>
<td>To Amount</td>
<td>Reference and Comments</td>
</tr>
<tr>
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</tr>
<tr>
<td>11-97310-00-714042-2000</td>
<td>Interfund Transfer - General Fund Transfer in - Debt Service Fund</td>
<td>1,000,000.00</td>
<td>1,000,000.00</td>
<td>Transferring $1 per student contact hour per ISA contract with LA County Fire to debt service fund for 2009 COPS payments</td>
</tr>
<tr>
<td>29-48582-00-714042-2000</td>
<td>Interfund Transfer - Debt Service Fund Transfer in - Capital Projects Fund</td>
<td>1,000,000.00</td>
<td>1,000,000.00</td>
<td>Placeholder to allow excess funds accumulated via the $1 set aside to be moved to fund equipment purchases</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>From Amount</th>
<th>To Amount</th>
<th>Reference and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>8X-97310-00-XXXXXX-XXXX</td>
<td>Interfund Transfer - Various COC Foundation Funds Transfer in - Administrative Fee</td>
<td>3,000.00</td>
<td>3,000.00</td>
<td>Transferring Administrative Fee income from various gifts to the COC Foundation Operating Fund per Administrative Fee Policy and Procedure</td>
</tr>
<tr>
<td>8X-48582-00-930012-1000</td>
<td>Interfund Transfer - COC Foundation Program Fund Transfer in - COC Foundation Funds 81, 83, 84, 86, 87 and 89</td>
<td>8,000.00</td>
<td>8,000.00</td>
<td>Miscellaneous Disbursements from Program Fund to Funds 81, 83, 84, 86, 87 and 89</td>
</tr>
</tbody>
</table>

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

<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>8X-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - Various COC Foundation Funds Transfer in - COC Foundation Operating Fund</td>
<td>2,800.00</td>
<td>2,800.00</td>
<td>Transferring Administrative Fee income from various gifts to the COC Foundation Operating Fund per Administrative Fee Policy and Procedure</td>
</tr>
<tr>
<td>8X-97310-00-950000-1000</td>
<td>Interfund Transfer - COC Foundation Program Fund Transfer in - COC Foundation Operating Fund</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>Xfering in program Fund interest to supplement unrestricted income used for operating expenses</td>
</tr>
<tr>
<td>8X-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - Various Programmatic Funds Transfer in - University Center Capital Campaign</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>Placeholder to allow the xfer of funds from various Programmatic Funds to the University Center Capital Campaign Fund</td>
</tr>
<tr>
<td>8X-48582-00-XXXXXX-1000</td>
<td>Interfund Transfer - Various Programmatic Funds Transfer in - Endowed Scholarship Fund</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>Placeholder to allow the xfer of funds from various Programmatic Funds to the Endowed Scholarship Fund</td>
</tr>
<tr>
<td>8X-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - Various Programmatic Funds Transfer in - Endowed Scholarship Fund</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>Placeholder to allow the xfer of funds from various Programmatic Funds to the Endowed Scholarship Fund</td>
</tr>
<tr>
<td>8X-48582-00-XXXXXX-1000</td>
<td>Interfund Transfer - CCC Scholarship Endowment Fund</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>Placeholder to allow the xfer of funds from various Programmatic Funds to the CCC Scholarship Endowment Fund</td>
</tr>
<tr>
<td>8X-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - CCC Foundation Endowed Scholarships Transfer in - CCC Foundation Endowed Scholarships</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>Placeholder to allow xfer of funds from various Endowed Scholarships to Endowed Scholarships at the donor’s request</td>
</tr>
<tr>
<td>8X-97310-00-XXXXXX-XXXX</td>
<td>Interfund Transfer - CCC Foundation Endowed Scholarships Transfer in - CCC Foundation Endowed Scholarships</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td>Xfering funds from Endowed Scholarships to Endowed Scholarships per donor instructions</td>
</tr>
</tbody>
</table>

Grand Total - All Transfers 6,321,045.00 6,321,045.00

Note: Indirect Support Transfers to be posted after all expenditures have been made. Maximum amounts shown, actual transfers may be less based on expenditures.
### AGENDA

**CATEGORY**  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

**ITEM/TITLE**  Approval of Contract for Modernization Project for

| PE West Swimming Pool Pump Motor (Sea Clear Pools, Inc.) |

**ACTION/CONSENT**  

| ACTION | INFORMATION | DISCUSSION |

### BACKGROUND / ANALYSIS:

The District would like to enter into a contract with Sea Clear Pools, Inc. (Torrance, CA) for the replacement of the swimming pool pump/motor in PE West at the Valencia Campus. The amount of the contract is $15,460 and includes replacing the pool pump with a new Vertical Turbine Pump and all the necessary piping and other equipment as well as labor for the installation.

Discussions are underway with a major Civic Center Facilities User of the Pool, Canyon Aquatics, who have offered to assist the District with the cost of this upgrade. Final negotiations will result in an overall reduction in District expenditures, which are expected to greatly reduce the District's net cost of the project. Staff will update the Board with the final costs upon conclusion of the negotiations.

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

### FISCAL IMPLICATIONS:

This is a GO Bond-funded modernization project, funds for which can only be used for bond-listed projects. Funds for this contract in the amount of **$15,460** are included in the Fiscal Year 2010/11 Tentative Budget.

### RECOMMENDATIONS:

Move approval of Contract for Modernization Project for the PE West Swimming Pool Pump Motor as noted above.

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

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

Recommended by:  
[Signature]
FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Sea Clear Pools, Inc., 23316 S. Normandie Avenue, Torrance, CA ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Replacement of Pool Pump in PE West

1. Payment. The lump sum price for the Work is Fifteen Thousand Four Hundred Sixty Dollars ($15,460).

2. Term. The term of this Agreement shall commence June 24, 2010 and shall end no later than August 10, 2010.

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

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

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

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

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

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

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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BY: Authorized Representative
Print Name Dr. Dianne G. Van Hook
Print Title Chancellor
Date Board Meeting Date of Approval

CONTRACTOR
BY: Authorized Representative
Print Name
Print
Title
Date CONTRACTOR’S LICENSE NUMBER
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: ____________________________
Initials/Date
## AGENDA

### CATEGORY
PHYSICAL PLANT, FACILITIES and CONSTRUCTION

### ITEM/TITLE
Approval of Contract for Pest Control Services

### ACTION/CONSENT
X

### BACKGROUND / ANALYSIS:
The District would like to enter into an annual contract with Vertex Pest Solutions (Valencia, CA) in the amount of $23,000 for pest control services campus-wide for both Valencia and Canyon Country Campuses. The term of the contracts is July 1, 2010 through June 30, 2011.

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

### FISCAL IMPLICATIONS:
Funds for this contract in the amount of **$23,000** are included in the General Fund for Maintenance & Operations and are included in the Fiscal Year 2010/11 Tentative Budget.

### RECOMMENDATIONS:
Move approval of contract for pest eradication services 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:
INDEPENDENT CONTRACTOR

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and Vertex Pest Solutions, hereinafter referred to as "CONTRACTOR".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

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

1. **Scope of Service.** Contractor’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor: Pest Control Services at the Valencia and Canyon Country Campuses. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor’s instructional materials, textbooks, etc., and/or other supplies related to this program.

2. **Term.** Contractor shall commence providing services under this Agreement on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty Three Thousand Dollars ($23,000). District shall pay Contractor after District’s Board of Trustee (“Board”) approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

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

5. **Materials and Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

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

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

   a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

11. **Insurance.** Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers’ Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District shall be given thirty (30) day’s notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.

12. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

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

14. **Permits/Licenses.** Contractor and all Contractor’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

15. **Employment With Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not
16. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) provisions set forth in this Agreement, (2) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

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

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

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

**To the District:**
Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Attn: Jim Schrage  
Tele: 661-362-3222  
FAX: 661-362-3169

**To the Contractor:**  
Vertex Pest Solutions  
25014 Avenue Kearney  
Valencia, CA 91355  
Attn: Kurt Rennels  
Tele: 661-775-7773  
FAX: 661-775-1846

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

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

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

IN WITNESS WHEREOF, parties hereby agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**CONTRACTOR**

**BY:**  
Signature of Authorized Representative

Print Name  
Dr. Dianne G. Van Hook

Print Title  
Chancellor

Date  
Board Meeting-Date of Approval/Ratification

**BY:**  
Signature of Authorized Representative

Print Name  

Print Title  

Date  
Social Security #

Or Federal Tax ID #
### BACKGROUND / ANALYSIS:
The following construction contract has been satisfactorily completed per the terms and conditions of the contract:

- **Y-Building Re-Roofing Project (formerly Interim UC), Cal-Pacific Roofing, 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:**

[Signature]
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Water Treatment Services for the Bonelli Hall Plant (Nalco Company)

ACTION/CONSENT X

ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
The District would like to enter into a contract for water treatment services for the Bonelli Hall Plant with Nalco Company the amount of $23,000. This contract will provide water treatment services and chemicals for all the cooling towers, boilers, chilled and hot water loop systems at the Bonelli Hall Plant and includes $6,500 in one-time equipment purchases (controllers and probes). The term of the contract will be July 1, 2010 through June 30, 2011.

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

FISCAL IMPLICATIONS:
Funds for this contract in the amount of $23,000 are included in the General Fund for Central Plant Operations.

RECOMMENDATIONS:
Move approval of contract for Water Treatment Services for the Bonelli Hall Plant 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:
# CONTRACT FORM

## Nalco Company Water Treatment Program

- **Ship To Customer:** COLLEGE OF THE CANYONS
- **Ship To Address:** 26456 ROCKWELL CANYON RD
- **City, State, Zip:** SANTA CLARITA
- **Attention:** CARL EBALIGH
- **Phone #:** 561-362-3216

**Billing Frequency:** Monthly

**Tax Status:** Taxable

**SBU:** IS

**SINC Code:** 18.02.00

**Sold To #:** PENDING

**MSDS Address:** Ship To Address

**Receiving Hours:** M-F 8:00AM - 5:00PM

### Scope of Work

**Chemicals Provided**

<table>
<thead>
<tr>
<th>Product</th>
<th>Product - Container</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>3DT296.36 = Porta-Feed-Mini</td>
<td>3D TRASAR® 3DT296.36 = Porta-Feed-Mini</td>
<td>2</td>
</tr>
<tr>
<td>ST73.36 = Porta-Feed-Mini</td>
<td>STABREX® ST73.36 = Porta-Feed-Mini</td>
<td>1</td>
</tr>
<tr>
<td>H-5503.3 = Porta-Feed-Micro</td>
<td>H-5503.3 = Porta-Feed-Micro</td>
<td>1</td>
</tr>
<tr>
<td>GEN EQUIPMENT (Test Kits/Reagents)</td>
<td>Reagents/Reagents - Each</td>
<td>1</td>
</tr>
<tr>
<td>GEN ANALYTICAL = Lab Tests</td>
<td>TestsTests - Each</td>
<td>1</td>
</tr>
</tbody>
</table>

### Routine Service Provided

<table>
<thead>
<tr>
<th>Total # of Steam &amp; Cooling Water Systems:</th>
<th>Full</th>
<th>12</th>
</tr>
</thead>
</table>

### Equipment Identification

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>060-TR6500.88</td>
<td>1</td>
</tr>
<tr>
<td>TR6500® 3D TRASAR, STANDARD,W/M SB</td>
<td>1</td>
</tr>
</tbody>
</table>

### Services Provided

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemical delivery service</td>
<td>each order</td>
</tr>
<tr>
<td>Business review</td>
<td>annually</td>
</tr>
<tr>
<td>Chemical transfer service</td>
<td>each delivery</td>
</tr>
</tbody>
</table>

**Total Billing Amount:** $14,880.00

**Amount to be billed in 12 invoice(s) of** $1,240.00 plus tax, each due upon receipt. **Tax not included. Billing amount subject to change upon renewal.**

Terms and conditions per Nalco invoice apply.

- **Equipment Terms:** For Nalco-owned equipment furnished to Customer for its use, the following applies:
  - a) Equipment shall remain sole property of Nalco. b) Customer shall use the "Equipment" only with products approved by Nalco and operate the "Equipment" in accordance with Nalco's recommendations. Customer assumes risk of loss, damage, or liability arising from use of "Equipment". c) "Equipment" shall be promptly returned to Nalco upon termination of this agreement and shall be returned in the same condition as received, ordinary wear and tear excepted.

**Customer:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

**Nalco Company:** DAVE HESS

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

**Nalco Sales Rep:** DAVE HESS

**District:** WP112
**Territory:** 02

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**Nalco Company Water Treatment Program**

<table>
<thead>
<tr>
<th>Equipment Identification</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
</table>

Customer: COLLEGE OF THE CANYONS

(CONTINUED)
1. GENERAL: Nalco shall be responsible for reasonable diligence and care in providing its services and products, and Customer shall be reasonably diligent in following Nalco instructions related to such products and services. Nalco shall not be liable for any failure caused by Customer's failure to follow Nalco's instructions.

2. TERMS: Standard payment terms are net 30 days of invoice date. Past due invoices are subject to a late fee of 1% per month. Prices exclude any applicable sales, use, excise, VAT, export and import taxes, and similar fees. Unless otherwise agreed, product shall be shipped F.O.B. Nalco's facility, and risk of loss shall pass to Customer upon Nalco's tender of the product or equipment.

3. NALCO EQUIPMENT: For Nalco-owned Equipment and PORTA-FEEDO units ("Equipment") furnished to Customer on a rental or use basis, the following applies:
   a) Equipment shall remain the sole personal property of Nalco even though attached to realty. Nalco may mark Equipment to indicate its ownership, and file a financing statement covering such Equipment. Customer shall provide a suitable location and utilities for the Equipment, and is responsible for applicable personal property or use taxes.
   b) Customer shall not use the Equipment with any materials or products other than those recommended or approved by Nalco. Customer shall operate the Equipment in accordance with Nalco's recommendations. Nalco shall have the right to inspect and service Equipment during normal business hours. Customer assumes all risk of loss, damage or liability arising from its possession or use of Equipment, and shall indemnify Nalco from all such losses, damages or liabilities.
   c) Empty PORTA-FEED units shall be promptly returned to Nalco. Upon termination of this agreement, Customer at its

6. CONFIDENTIALITY: Customer shall not: (a) disclose to a third party any nonpublic information, composition, design, operation or application of Nalco products and equipment ("Proprietary Information") without the prior written consent of Nalco; or (b) use the Proprietary Information for any purpose not authorized by Nalco. Customer shall not be liable for disclosure of information that: (a) is or becomes part of the public domain through no fault of Customer; (b) is disclosed to Customer by a third party having the right to make such disclosure; or (c) is in the possession of Customer at the time of disclosure by Nalco.

7. COMPLIANCE WITH LAWS: Customer shall not resell product without Nalco's prior consent, and shall not resell, divert, transship, export or re-export the product to any country, except in accordance with applicable national and state laws and regulations. Customer is responsible for compliance with all environmental, health and safety regulations regarding its facility, operations, and equipment, including any registrations applicable to use of storage tanks at its facilities.

8. TERMINATION: Either party may terminate this agreement if (a) the other party fails to perform a material obligation and (b) such default is not cured within 45 days after written notice of the failure. If Customer fails to make a payment when due or Customer's financial condition becomes unsatisfactory to Nalco, then Nalco, at its option, may (a) withhold future performance until Customer cures the default or improves its financial condition to Nalco's satisfaction; (b) require payment in advance, or (c) terminate this agreement.

9. MISCELLANEOUS:
   (a) This agreement shall be governed by the laws of Illinois without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is inapplicable to this agreement.
BACKGROUND / ANALYSIS:
The District would like to enter into a contract for water treatment services for the North and South Plants with Water In Motion in the amount of $47,500. 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, 2010 through June 30, 2011.

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

FISCAL IMPLICATIONS:
Funds for this contract in the amount of $47,500 are included in the General Fund for Central Plant Operations.

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 hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and Water In Motion, hereinafter referred to as "CONTRACTOR".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor: Water Treatment Services for North and South Plants at Valencia Campus. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. Contractor shall commence providing services under this Agreement on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. Compensation and Invoicing. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty-Seven Thousand Five Hundred Dollars ($47,500). District shall pay Contractor after District’s Board of Trustee (“Board”) approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

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

5. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

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

8. **Copyright/Trademark/Patent.**
   
a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

11. **Insurance.** Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers’ Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District shall be given thirty (30) day’s notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.

12. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

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

14. **Permits/Licenses.** Contractor and all Contractor’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

16. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) provisions set forth in this Agreement, (2) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

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

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

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

<table>
<thead>
<tr>
<th>To the District:</th>
<th>To the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>Water In Motion</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>9810 Zelzah Avenue, #105</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Northridge, CA 91325</td>
</tr>
<tr>
<td>Attn: Mr. Jim Schrage</td>
<td>Attn: John Medina</td>
</tr>
<tr>
<td>Tele: 661-362-3222</td>
<td>Tele: 213-304-3180</td>
</tr>
<tr>
<td>FAX:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

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

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

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

IN WITNESS WHEREOF, parties hereby agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**CONTRACTOR**

<table>
<thead>
<tr>
<th>BY:</th>
<th>Signature of Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Dr. Dianne G. Van Hook</td>
</tr>
<tr>
<td>Print Title</td>
<td>Chancellor</td>
</tr>
</tbody>
</table>

| Date: Board Meeting-Date of Approval/Ratification | Date: Social Security # Or Federal Tax ID # |

Professional Services Agreement
IC100 profagr rev 051606
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Contract for DSA Inspection Service for the


Mentry Hall Third Floor Remodel Project


ACTION/CONSENT


ACTION


INFORMATION


DISCUSSION


BACKGROUND / ANALYSIS:
The Mentry Hall Third Floor Remodel Project involves remodeling the Media Entertainment Arts Department (formerly referred to as the RTFV Department) in the existing Mentry Hall Building to transition from analog to digital capability. The remodel is extensive because it involves installing a state-of-the-art infrastructure to allow for animation and high-definition instructional programs.

The District would like to enter into a contract with Frederick Little for DSA inspection services for this project in the amount of $15,000.

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

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used for bond-listed projects. Funds for this contract in the amount of $15,000 are included in the Fiscal Year 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of Contract for DSA Inspection Services for the Mentry Hall Third Floor Remodel Project as noted above.

Submitted by:                Approval for submission to Board of Trustees:

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

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and Frederick E. Little, hereinafter referred to as "CONTRACTOR".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

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

1. **Scope of Service.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor: **DSA Inspection Services for the Mentry Hall Third Floor Remodel Project** Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. **Term.** Contractor shall commence providing services under this Agreement on June 24, 2010, and will diligently perform as required and complete performance by July 11, 2011.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifteen Thousand Dollars ($15,000). District shall pay Contractor after District’s Board of Trustee (“Board”) approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

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

5. **Materials and Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

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

8. Copyright/Trademark/Patent.

a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

**To the District:**
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Attn: Mr. Jim Schrage
Tele: 661-362-3222
FAX: 661-362-3222

**To the Contractor:**
Frederick E. Little
24705 Riverchase Drive, #6104
Valencia, CA 91355
Attn: Mr. James Schrage
Tele: 661-362-5063
FAX: 661-362-5062

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

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

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

IN WITNESS WHEREOF, parties hereby agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**CONTRACTOR**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Print Name</td>
<td>Dr. Dianne G. Van Hook</td>
</tr>
<tr>
<td>Print Title</td>
<td>Chancellor</td>
</tr>
<tr>
<td>Date</td>
<td>Board Meeting-Date of Approval/Ratification</td>
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<tr>
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<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Social Security #</td>
</tr>
<tr>
<td></td>
<td>Or Federal Tax ID #</td>
</tr>
</tbody>
</table>
## AGENDA

### CATEGORY
HUMAN RESOURCES

### ITEM/TITLE
Approval of Personnel Schedule PERS 2009/2010-19

<table>
<thead>
<tr>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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:** No business

   **Noncredit Instructors:** **Summer 2010** (06/07/10 – 08/14/10)

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambrose</td>
<td>Zachary</td>
<td>NC- Basic Skills Interdisciplinary (Soc)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HS Summer Enrichment Program</td>
</tr>
<tr>
<td>Anderson</td>
<td>Valerie</td>
<td>NC- Basic Skills Interdisciplinary (Soc)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HS Summer Enrichment Program</td>
</tr>
<tr>
<td>Crawford</td>
<td>Charles Michael</td>
<td>NC- Basic Skills Math</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HS Summer Enrichment Program</td>
</tr>
</tbody>
</table>

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

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

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

6. **Other**
   a. **Approval of Independent Contractor Payment for Services Rendered:**
      No business.
   b. **Approval of Contracts:**
      No business.
   c. **Approval of Guest Lecturers:**
      Jae Weiss. Guest lecturer for Psychology 230 for Michelle LaBrie on July 6, 2010 (CCC).

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

No business.

e. Other:

No business.
B. **CLASSIFIED PERSONNEL**

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

2. **Employment – Regular**
   
   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:
      
      - replacement for an employee on leave (substitute);
      - working during a period of high student demand;
      - working on a special project of a short-term nature;
      - is in a position that enhances services to students;
      - is doing academic tutoring associated with the academic cycle; and
      - is in a seasonal position (for example a part-time coach).

      Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.
Adult Hourly II - $8.50 per hour
Just above entry level. Hourly Worker should have minimal knowledge, skills, training and/or experience in an office, department or classroom setting. Supervisor will provide basic training. Provides basic support and assistance. Performs manual or clerical tasks 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>Garbett, Amy</td>
<td>Stu. Ser. - CCC</td>
<td>6/26/10</td>
<td>6/25/11</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

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>
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<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diaz, Maribel</td>
<td>TLC Lab</td>
<td>6/26/10</td>
<td>6/25/11</td>
<td>Tutor</td>
</tr>
<tr>
<td>Garcia, Valentine</td>
<td>Audio Visual</td>
<td>6/26/10</td>
<td>6/25/11</td>
<td>Project</td>
</tr>
<tr>
<td>Hughes, Sean</td>
<td>Audio Visual</td>
<td>6/26/10</td>
<td>6/25/11</td>
<td>Project</td>
</tr>
<tr>
<td>Maldonado, Chris</td>
<td>Audio Visual</td>
<td>6/26/10</td>
<td>6/25/11</td>
<td>Demand</td>
</tr>
<tr>
<td>Smith, Benjamin</td>
<td>TLC Lab</td>
<td>6/26/10</td>
<td>8/13/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Stern, Stacey</td>
<td>ECE</td>
<td>8/01/10</td>
<td>6/25/11</td>
<td>Direct Service to Children</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>
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<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bakshi, Jessica</td>
<td>Computer Tutor</td>
<td>6/26/10</td>
<td>6/25/11</td>
<td>Tutor</td>
</tr>
<tr>
<td>Brown, Briana</td>
<td>TLC Lab</td>
<td>6/26/10</td>
<td>6/25/11</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Burman, Sofia</td>
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Zuluaga, Rachel  Biology  6/28/10  6/25/11  Direct Service to Students

**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.

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**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.

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**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.

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**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.

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**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.

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

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**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.

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**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.

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**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.

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**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.

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**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.

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## End of Service

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### 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.

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### 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.

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### Range 4 - Technology Instruction: $57.75 to $77.39 per hour
Salary for Lean and Productivity training, Financial Management and other training according to relative experience in the field.
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**Range 5-Specialty: $81.26 to 108.80 per hour**
Trainers who have consulting experience in topics of a special nature.

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**Range 6-Expert: $114.24 to 153.09 per hour**
Trainers who are experts in their field.

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*Additional names of temporary adult hourly employees may be presented to the Board.*

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

6. Other
   a. Approval of payment to Community Services providers:
      (Fully self-supporting operation)
      No business.

   b. College Assistants (Student Workers):
      District Funded
      No business.

      Funded from Supplementary Sources
      No business.

   c. Approval of Contracts:
      No business.

   d. Approval for Payment of Supplementary Services in Addition to Regular Services:
      No business.

   e. Approval of Independent Contractor Payment for Services Rendered:
      No business.

   f. Information:
      No business.

   g. Volunteers:

      | Name             | Department/Office       |
      |------------------|-------------------------|
      | Goguen, Aimee    | Community Edu.          |
      | Olivier, Jonathan| Community Edu.          |

   End of Service

      | Name             | Department/Office       |
      |------------------|-------------------------|
      | Baskerville, Ernest | PE/Athletics            |
      | Burns, Patricia  | PAC-Performing Arts Center |
      | Cordola, Rocco    | PE/Athletics            |
      | Hanson, Sally     | PAC-Performing Arts Center |
      | Huntsinger, Shawn | PE/Athletics            |
h. Other:

Colette Blanchard, management initiated reclassification from Buyer to Senior Buyer. From Classified Represented Salary Schedule B Range 36, Step 4 ($5,047 per month) to Classified Represented Salary Schedule B Range 39, Step 5 ($5,546 per month), effective July 1, 2010. This will end her temporary out of class assignment.

Nancy Shamrock, management initiated reclassification from Assistant Buyer to Buyer. From Classified Represented Salary Schedule B Range 23, Step 6 ($4,483 per month) to Classified Represented Salary Schedule B Range 32, Step 4 ($4,738 per month), effective July 1, 2010. This will end her temporary out of class assignment.

Naomi Taniguchi-Ruiz, management initiated reassignment due to department reorganization from Program Specialist III (ISP) to Program Specialist III (ISP). From Classified Represented Salary Schedule B Range 30, Step 8 ($5,543 per month) to Classified Represented Salary Schedule B Range 32, Step 8 ($5,735 per month), effective August 1, 2010.

Evis Wilson, management initiated reassignment due to department reorganization from Student Services Specialist III (ISP) to Student Services Coordinator (ISP). From Classified Represented Salary Schedule B Range 20, Step 7 ($4,410 per month) to Classified Represented Salary Schedule B Range 28, Step 5 ($4,678 per month), effective August 1, 2010.

Noelia Borcherding, Administrative Assistant III (Admissions & Records), temporary out of class assignment due to additional responsibilities during department reorganization. From Classified Represented Salary Schedule B, Range 30, Step 5 ($4,816.00/month) to Classified Represented Salary Schedule B, Range 33, Step 6 ($5,298.00/month), effective June 7, 2010.

Deborah Sall, Student Services Specialist I (Admissions & Records), temporary out of class assignment due to additional responsibilities during department reorganization. From Classified Represented Salary Schedule B, Range 16, Step 5 ($3,723.00/month) to Classified Represented Salary Schedule B, Range 27, Step 2 ($3,922.00/month), effective June 7, 2010.

Employee #0003835, five (5) day suspension without pay.
C. MANAGEMENT

1. End of Service
   No business.

2. Employment – Regular
   Jon Aasted, Director, Contract, Procurement, and Risk Management Services, $97,000.00 annual salary, effective July 14, 2010. (Position #672070-CM01)

   Assistant Director, Campus Safety, salary and start date pending. (Position #677000-CM02)

   Director, Center for Applied Competitive Technologies (CACT), salary and start date pending. (Position #099900-CM01)

   Interim Director, Employee Training Institute (ETI), salary and start date pending. (Position #702000-CM01)

3. Employment – Hourly
   No business.

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

5. Authorization to Employ – Part-Time
   Renewable Energy Project Manager – NSF Create (60%), new grant-funded position.

6. Other
   Ryan Theule, management initiated administrative reassignment as a result of departmental reorganization from Assistant Director, Admissions and Records, to Assistant Dean of Student, Canyon Country Campus. From $70,000 annual salary to $90,000 annual salary, effective June 7, 2010 (Ratification).

   Bruce Battle, management initiated administrative reassignment from Director, Advertising and Public Information to Director, Public Relations and Marketing. From $83,460 annual salary to $93,000 annual salary, effective August 1, 2010.
Monica Marshall, Associate Director ECE, payment for additional services rendered at the Nature Education, Planting Seeds of Knowledge, for Spring 2010, in the lump sum of $154.00.

Wendy Ruiz, Associate Director ECE, payment for additional services rendered at the Nature Education, Planting Seeds of Knowledge, for Spring 2010, in the lump sum of $154.00.

**Administrative Responsibility**

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FULL AGENDA BOOK - PAGE 110
AGENDA
CATEGORY  HUMAN RESOURCES

ITEM/TITLE  Approval of On-Site Supervisor Agreements for Education

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
As part of the District’s contract agreement to offer training courses affiliated with several public safety agencies, on-site supervisor agreements must be approved. The on-site supervisors will be at-will and uncompensated, temporary academic employees of the District. The On-Site Supervisor’s responsibilities and duties as an employee of the District are outlined in the On-Site Supervisor Agreement to ensure all academic instruction and activities associated with instruction meet the same rigor as other district academic employees.

Presented for the Board’s approval are Agreements for the following on-site supervisors of Education Services for the following public safety agencies.

Los Angeles County Fire Department:   Michael D. Flocks*
Los Angeles County Fire Department:   Robert P. Goldman*
Los Angeles County Fire Department:   David E. Stephens
Los Angeles County Sheriff’s Department:  Linda Becker*
Los Angeles County Sheriff’s Department:  David L. Miklos

The term of these agreements will be for the period of July 1, 2010 through June 30, 2013. Copies of the contract will be distributed under separate cover and are available upon request.

*Pending completion of employment paperwork.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of On-Site Supervisor Contracts for Education Services between the Santa Clarita Community College District and the Los Angeles County Fire Department and the Los Angeles County Sheriff’s Department.

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
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR SERVICES
CONTRACT EDUCATION
ON-SITE SUPERVISOR

THIS ON-SITE SUPERVISION AGREEMENT is made and entered into this 1st day of July, 2010, by and between the District, the Los Angeles County Fire Department (the “Agency”), and Michael D. Flocks, an employee of the Agency, who is being assigned to the District on a part-time basis pursuant to Title 5 of the California Code of Regulations, Section 58056(a) and 58058(b). The On-Site Supervisor will be an employee of the District on a limited basis pursuant to this Agreement (“On-Site Supervisor Agreement”). The District, the Agency, and the On-Site Supervisor may be collectively referred to as the “Parties” and individually as “Party.”

RECATALS

WHEREAS, the District needs supervisory services for instruction of classes offered by the District in cooperation with the Agency and subject to the terms and conditions set forth in the Affiliation Agreement Regarding Educational Courses between the District and the Agency; and

WHEREAS, the Agency has duly qualified employees who can competently provide supervisory services related to instruction for classes offered by the District in cooperation with the Agency; and

WHEREAS, the On-Site Supervisor agrees to be assigned to the District as an at-will uncompensated temporary academic employee to competently provide executive services regarding instruction for classes offered by the District in cooperation with the Agency; and

WHEREAS, the Parties are authorized by Title 5, California Code of Regulations, section 58056(a) and 58058(b) to execute this Supervision Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. On-Site Supervisor is Agency Employee. That the On-Site Supervisor is an employee of the Agency who meets the minimum qualifications for the academic position of On-Site Supervisor as established and determined by the District. If at any time during a course the On-Site Supervisor is no longer an employee of the Agency, this Agreement is null and void.

2. On-Site Supervisor is Professionally Trained and Competent. The On-Site Supervisor is professionally and specially trained and competent to provide the supervisory services that the District requires.
3. **On-Site Supervisor Under District’s Direct Control while Supervising.** While performing the supervisory services for the District, the On-Site Supervisor is under the District’s direct control and direction and may not have any other assigned duty during the instructional activity for which attendance may be claimed. The District has determined that the On-Site Supervisor is a temporary academic employee over whom the District retains the sole right to select, assign, evaluate, discipline, or terminate at any time while performing the duties of the On-Site Supervisor.

4. **On-site Supervisor Position is “At Will” While At District.** The position of the On-Site Supervisor is an at-will, uncompensated, temporary academic employee of the District during the hours that he or she is assigned to the District and may be terminated at any time for any reason with or without cause by the District.

5. **On-Site Supervisor’s Duties.** The On-Site Supervisor’s duties include but are not limited to:

   a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
   b. Ensure the safety and well being of the students.
   c. Ensure the proper coordination of the delivery of instruction.
   d. Ensure continued physical presence at the work place assigned by the District during all hours of the assignment as the On-Site Supervisor.
   e. Ensure complete, accurate and timely evaluation of facilitators.
   f. Ensure regular attendance at periodic District staff meetings.
   g. Ensure that all Instructional materials prepared by or used by facilitators to teach a course are appropriate.
   h. Ensure accurate and current daily attendance records.
   i. Ensure the effective use of instructional methods, technology, testing and remediation.
   j. Ensure the proper administering and scoring of course tests.
   k. Ensure the accurate calculation of final student grades and the prompt submission of grades to the Director of Admissions & Records within 10 days of course completion.
   l. Ensure compliance with all District policies and administrative procedures while conducting any training program on or in District facilities.

6. **Worker’s Compensation Insurance.** The On-Site Supervisor will be an uncompensated employee of the District for purposes of workers compensation insurance.

7. **Indemnification of On-Site Supervisor by District.** For the purposes of indemnification and defense of any claims, actions, or lawsuits, the On-Site Supervisor shall be considered an employee of the District only for those times when he or she is fulfilling the duties of the On-Site Supervisor at the work place assigned by the District. The District will accept liability for the On-Site Supervisor only for those times that he or she is under the District’s direct supervision.

*The term of this agreement shall be for the period of July 1, 2010 through June 30, 2013.*
8. **Termination.** This Agreement will commence on the date shown above and may be terminated at any time by the District. This Agreement may be terminated upon thirty (30) days prior written notice to the District from the Agency or from the On-Site Supervisor. No cause shall be required for the Agency or the On-Site Supervisor to terminate this Supervision Agreement. Termination of the Affiliation Agreement for any cause results in the termination of this Supervision Agreement.

9. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

   District: Assistant Superintendent, Vice President, Business Services  
            Santa Clarita Community College District  
            26455 North Rockwell Canyon Road  
            Santa Clarita, CA 91355

   With copies to:

   Office of Instruction  
   College of the Canyons  
   26455 North Rockwell Canyon Road  
   Santa Clarita, CA 91355

   Agency: Los Angeles County Fire Department  
           1320 N. Eastern Ave  
           Los Angeles, CA 90063-329

   With copies to:

   On-Site  
   Supervisor: (Name ) Michael D. Flocks  
   (Title) Battalion Chief  
   Los Angeles County Fire Dept.

   A Party may change its designated representative and/or address for the purpose of receiving notices under this Supervision Agreement by notifying the other Parties of the change in writing and in the manner described in this section.

10. **Entire Agreement.** This Supervision Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure section 1856. This Supervision Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

11. **Jointly Negotiated.** The Parties have jointly negotiated this Supervision Agreement, which shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.
12. **Execution by Facsimile or in Counterparts.** The Parties may execute this Supervision Agreement in counterparts such that their signatures may appear on separate signature pagers. A copy, facsimile, or an original of this Supervision Agreement, with all the signature pages appended together shall be deemed a fully executed Supervision Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed to be original signatures.

**Agency**

By  

Print Name  

Title  

Date  

**Santa Clarita Community College District**

By  

Print Name  

Title  

Date  

**On-Site Supervisor**

By:  

Print Name: Michael D. Flocks  

Title: Battalion Chief, Los Angeles County Fire Dept.  

Date 05/27/10
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR SERVICES
CONTRACT EDUCATION
ON-SITE SUPERVISOR

THIS ON-SITE SUPERVISION AGREEMENT is made and entered into this 1st day of July, 2010, by and between the District, the Los Angeles County Fire Department (the “Agency”), and Robert P. Goldman, an employee of the Agency, who is being assigned to the District on a part-time basis pursuant to Title 5 of the California Code of Regulations, Section 58056(a) and 58058(b). The On-Site Supervisor will be an employee of the District on a limited basis pursuant to this Agreement (“On-Site Supervisor Agreement”). The District, the Agency, and the On-Site Supervisor may be collectively referred to as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the District needs supervisory services for instruction of classes offered by the District in cooperation with the Agency and subject to the terms and conditions set forth in the Affiliation Agreement Regarding Educational Courses between the District and the Agency; and

WHEREAS, the Agency has duly qualified employees who can competently provide supervisory services related to instruction for classes offered by the District in cooperation with the Agency; and

WHEREAS, the On-Site Supervisor agrees to be assigned to the District as an at-will uncompensated temporary academic employee to competently provide executive services regarding instruction for classes offered by the District in cooperation with the Agency; and

WHEREAS, the Parties are authorized by Title 5, California Code of Regulations, section 58056(a) and 58058(b) to execute this Supervision Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

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   a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
   b. Ensure the safety and well being of the students.
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   d. Ensure continued physical presence at the work place assigned by the District during all hours of the assignment as the On-Site Supervisor.
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   Santa Clarita, CA 91355

   **With copies to:**

   Office of Instruction  
   College of the Canyons  
   26455 North Rockwell Canyon Road  
   Santa Clarita, CA 91355

   **Agency:** Los Angeles County Fire Department  
   1320 N. Eastern Ave  
   Los Angeles, CA 90063-329

   **With copies to:**

   **On-Site Supervisor:** (Name) Robert P. Goldman  
   (Title) Fire Captain  
   Los Angeles County Fire Dept.

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**Agency**

By

Print Name

Title

Date

**Santa Clarita Community College District**

By

Print Name

Title

Date

**On-Site Supervisor**

By:

Print Name: Robert P. Goldman

Title: Fire Captain

Date: 05/27/10
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR SERVICES
CONTRACT EDUCATION
ON-SITE SUPERVISOR

THIS ON-SITE SUPERVISION AGREEMENT is made and entered into this 1st day of July, 2010, by and between the District, the Los Angeles County Fire Department (the “Agency”), and David E. Stephens, an employee of the Agency, who is being assigned to the District on a part-time basis pursuant to Title 5 of the California Code of Regulations, Section 58056(a) and 58058(b). The On-Site Supervisor will be an employee of the District on a limited basis pursuant to this Agreement (“On-Site Supervisor Agreement”). The District, the Agency, and the On-Site Supervisor may be collectively referred to as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the District needs supervisory services for instruction of classes offered by the District in cooperation with the Agency and subject to the terms and conditions set forth in the Affiliation Agreement Regarding Educational Courses between the District and the Agency; and

WHEREAS, the Agency has duly qualified employees who can competently provide supervisory services related to instruction for classes offered by the District in cooperation with the Agency; and

WHEREAS, the On-Site Supervisor agrees to be assigned to the District as an at-will uncompensated temporary academic employee to competently provide executive services regarding instruction for classes offered by the District in cooperation with the Agency; and

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Santa Clarita Community College District  
26455 North Rockwell Canyon Road  
Santa Clarita, CA 91355

*With copies to:*

Office of Instruction  
College of the Canyons  
26455 North Rockwell Canyon Road  
Santa Clarita, CA 91355

**Agency:** Los Angeles County Fire Department  
1320 N. Eastern Ave  
Los Angeles, CA 90063-329

*With copies to:*

On-Site  
Supervisor: (Name ) David E. Stephens  
(Title) Fire Fighter Specialist  
Los Angeles County Fire Department

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Agency

By

Print Name

Title

Date

Santa Clarita Community College District

By

Print Name

Title

Date

On-Site Supervisor

By: [Signature]

Print Name: David E. Stephens

Title: Fire Fighter Specialist, L.A.Co.F.D.

Date June 4, 2010
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR SERVICES

CONTRACT EDUCATION

ON-SITE SUPERVISOR

THIS ON-SITE SUPERVISION AGREEMENT is made and entered into this 1st day of July, 2010, by and between the District, the Los Angeles County Sheriff's Department (the "Agency"), and Linda Becker, an employee of the Agency, who is being assigned to the District on a part-time basis pursuant to Title 5 of the California Code of Regulations, Section 58056(a) and 58058(b). The On-Site Supervisor will be an employee of the District on a limited basis pursuant to this Agreement ("On-Site Supervisor Agreement"). The District, the Agency, and the On-Site Supervisor may be collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the District needs supervisory services for instruction of classes offered by the District in cooperation with the Agency and subject to the terms and conditions set forth in the Affiliation Agreement Regarding Educational Courses between the District and the Agency; and

WHEREAS, the Agency has duly qualified employees who can competently provide supervisory services related to instruction for classes offered by the District in cooperation with the Agency; and

WHEREAS, the On-Site Supervisor agrees to be assigned to the District as an at-will uncompensated temporary academic employee to competently provide executive services regarding instruction for classes offered by the District in cooperation with the Agency; and

WHEREAS, the Parties are authorized by Title 5, California Code of Regulations, section 58056(a) and 58058(b) to execute this Supervision Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

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   26455 North Rockwell Canyon Road  
   Santa Clarita, CA 91355

   **With copies to:**  
   Office of Instruction  
   College of the Canyons  
   26455 North Rockwell Canyon Road  
   Santa Clarita, CA 91355

   **Agency:** Los Angeles County Sheriff’s Department  
   11515 S. Colima Road #A-1  
   Whittier, CA 90604

   **With copies to:**  
   On-Site  
   Supervisor: (Name) Linda Becker  
   (Title) Lieutenant

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**Agency**

By

Print Name

Title

Date

**Santa Clarita Community College District**

By

Print Name

Title

Date

**On-Site Supervisor**

By: **Linda Becker**

Print Name: Linda Becker

Title: **Lieutenant**

Date: **MAY 18, 2010**
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR SERVICES
CONTRACT EDUCATION
ON-SITE SUPERVISOR

THIS ON-SITE SUPERVISION AGREEMENT is made and entered into this 1st day of July, 2010, by and between the District, the Los Angeles County Sheriff’s Department (the “Agency”), and David Miklos, an employee of the Agency, who is being assigned to the District on a part-time basis pursuant to Title 5 of the California Code of Regulations, Section 58056(a) and 58058(b). The On-Site Supervisor will be an employee of the District on a limited basis pursuant to this Agreement (“On-Site Supervisor Agreement”). The District, the Agency, and the On-Site Supervisor may be collectively referred to as the “Parties” and individually as “Party.”

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   l. Ensure compliance with all District policies and administrative procedures while conducting any training program on or in District facilities.

6. **Worker’s Compensation Insurance.** The On-Site Supervisor will be an uncompensated employee of the District for purposes of workers compensation insurance.

7. **Indemnification of On-Site Supervisor by District.** For the purposes of indemnification and defense of any claims, actions, or lawsuits, the On-Site Supervisor shall be considered an employee of the District only for those times when he or she is fulfilling the duties of the On-Site Supervisor at the work place assigned by the District. The District will accept liability for the On-Site Supervisor only for those times that he or she is under the District’s direct supervision.

*The term of this agreement shall be for the period of July 1, 2010 through June 30, 2013.*
8. **Termination.** This Agreement will commence on the date shown above and may be terminated at any time by the District. This Agreement may be terminated upon thirty (30) days prior written notice to the District from the Agency or from the On-Site Supervisor. No cause shall be required for the Agency or the On-Site Supervisor to terminate this Supervision Agreement. Termination of the Affiliation Agreement for any cause results in the termination of this Supervision Agreement.

9. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

   **District:** Assistant Superintendent, Vice President, Business Services  
   Santa Clarita Community College District  
   26455 North Rockwell Canyon Road  
   Santa Clarita, CA 91355

   **With copies to:**

   Office of Instruction  
   College of the Canyons  
   26455 North Rockwell Canyon Road  
   Santa Clarita, CA 91355

   **Agency:** Los Angeles County Sheriff’s Department  
   11515 S. Colima Road #A-1  
   Whittier, CA 90604

   **With copies to:**

   On-Site  
   Supervisor: (Name) David Miklos  
   (Title) [Signature]

A Party may change its designated representative and/or address for the purpose of receiving notices under this Supervision Agreement by notifying the other Parties of the change in writing and in the manner described in this section.

10. **Entire Agreement.** This Supervision Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties’ agreement pursuant to Code of Civil Procedure section 1856. This Supervision Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

11. **Jointly Negotiated.** The Parties have jointly negotiated this Supervision Agreement, which shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.
12. Execution by Facsimile or in Counterparts. The Parties may execute this Supervision Agreement in counterparts such that their signatures may appear on separate signature pagers. A copy, facsimile, or an original of this Supervision Agreement, with all the signature pages appended together shall be deemed a fully executed Supervision Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed to be original signatures.

Agency

By

Print Name

Title

Date

Santa Clarita Community College District

By

Print Name

Title

Date

On-Site Supervisor

By: [Signature]

Print Name: David Miklos

Title: Sergeant / Coordinator

Date: 6/1/10
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District contracts with 1099 Pro, Inc., on an annual basis to provide IRS form 1098-T to students. The services provided by 1099 Pro include: Forms 1098-T printed per IRS specifications; Student Copy B and instructions mailed via first-class post; Interface with the NSLC to obtain necessary data, if applicable; Revised form 1098-T uploaded to the IRS for each student; and IRS confirmation of the upload.

The cost of this agreement is estimated at $16,323.35 and reflects a nominal increase of 0.2% from last year. The estimate depends largely on the number of statements that need to be produced which won’t be known until the time of submission. The agreement requires a deposit of 50% upon execution of the agreement with the balance due by February 28, 2011. The fee schedule in the contract includes a $250 setup fee, $199 software fee (plus tax and shipping) and a per statement charge of $0.72. The contract allows for an increase of the per statement charge equal to any postage increases effective prior to the mailing of the statements.

Copies of the agreement have been distributed under separate cover and are available upon request from the Office of Institutional Development, Technology, and Online Services.

FISCAL IMPLICATIONS:
The cost of the agreement is estimated to be $16,323.35 for FY 2010/11 and is included in the 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move Approval of the Renewal of Agreement between Santa Clarita Community College District and 1099 Pro, Inc.

Submitted by: James Temple

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

Recommended by: Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
2010 Outsourcing Contract for Form 1098-T

Services Provided by 1099 Pro, Inc.
- Forms 1098-T printed per IRS specifications.
- Student Copy B and Instructions mailed via first-class post on or before Monday, 1/31/2011.
- Optional E-Delivery for Student Copy B and Instructions on or before Monday, 1/31/2011.
- 1099 Pro® 2010 software for generating reprints and corrections.
- Revised Forms 1098-T Filed Electronically with the IRS on or before Thursday, 3/31/2011.
- IRS confirmation of acceptance of upload.

Costs – (Valid through 6/30/10)

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1099 Pro® 2010 Software</td>
<td>$199 repeat user/ $269 first-time user plus $14.95 shipping</td>
</tr>
<tr>
<td>Service Bureau</td>
<td>$250 setup fee + $0.72 per student</td>
</tr>
<tr>
<td></td>
<td>(subject to postage increases if applicable)</td>
</tr>
<tr>
<td>Volume Discount</td>
<td>5% for 50,000-99,999 student records, 10% for 100,000+ records</td>
</tr>
</tbody>
</table>

Responsibilities of Educational Institution
- Submit this signed contract to 1099 Pro, Inc. by 6/30/10. Contracts received after 6/30/10 may incur higher costs. Limited space is available and 1099 Pro, Inc. reserves the right to refuse contracts.
- A deposit of 50% of the Educational Institution’s total estimated costs will be invoiced upon receipt.
- Final invoices are issued once forms are printed/mailed to students. Payment is due by 2/28/11.
- Deliver data to 1099 Pro, Inc. by 1/14/11. Failure to submit data in a timely fashion may result in higher rates. Acceptable format is a “Service Bureau Upload File” generated via 1099 Pro® software.
- IRS Corrections are the responsibility of the Educational Institution. Corrections may be generated and filed on paper via 1099 Pro® software or uploaded to the Service Bureau for filing at a nominal fee.
- The Educational Institution warrants and is responsible for the accuracy of the data submitted to 1099 Pro, Inc. 1099 Pro, Inc. does not dispense tax or legal advice and recommends the Educational Institution consult their CPA or attorney for counsel or refer to “2010 General Instructions for Certain Information Returns” and/or “2010 Instructions for Forms 1098-E and 1098-T” and/or “Pub. 970 Tax Benefits for Higher Education”. These publications will be available within the 1099 Pro® software via the “Forms and Printing” tab under “More IRS Forms & Info”.
- The Educational Institution must approve or disapprove in writing, Control Totals generated from the 1099 Pro® software for the initial mailing (January) and for the Electronic upload to the IRS (March).

By signing below, the Educational Institution and 1099 Pro, Inc. agree to fully comply with the terms of this contract and the attached Addendum to Outsourcing Contract for Form 1098-T.

EDUCATIONAL INSTITUTION
Signature: ___________________________ Date: ______________
Educational Institution: ___________________________
Contact Name & Title: ___________________________

1099 PRO, INC. (866 444-3559)
Signature: ___________________________ Date: ______________
Stephen P. Hughes, Service Bureau Manager (signature must be present for contract to be valid)

Fax all pages of this contract to 1099 Pro, Inc. at 818/876-0202 by 6/30/10.  ☞
1. Educational Institution ("Customer") offers to purchase the products and services ("Products") described on the face of this Agreement from 1099 Pro, Inc. (1099 Pro) subject to the terms and conditions set forth herein. Acceptance may be made by 1099 Pro at its facility either by written acceptance of the Agreement or shipment of the Products.

2. The prices for the Products are set forth on the attached Schedule and incorporated herein by reference. These prices are F.O.B. 1099 Pro's facility. All sales taxes and other taxes or fees imposed or increased by any governmental authority that may be applicable to the production, sales, use, storage, delivery, or transportation of the Products shall be added to the price and paid by Educational Institution.

3. Customer shall pay all invoices within thirty (30) days of the date of invoice. Whenever any payment is not made when due, Customer shall pay interest at the rate of 18 percent per annum or the maximum allowable rate of interest permitted by law, whichever is less. Customer shall reimburse 1099 Pro for all costs incurred by 1099 Pro (including reasonable attorneys fees) if 1099 Pro commences collection efforts with respect to this Agreement.

4. All dates of performance by 1099 Pro, including the mailing, shipment, or delivery of Products, are based upon 1099 Pro's best estimates. 1099 Pro shall not be liable for any delay or default in delivery due to occurrences beyond 1099 Pro's control, which prevent 1099 Pro from performing in the normal and usual course of its business. In the case of shipment of Products, the delivery shall be made F.O.B. 1099 Pro's facility.

5. (A) 1099 Pro warrants that the Products are free from defects in material or workmanship and conform substantially to any specifications that are a part of this Agreement. 1099 Pro does not warrant that its products are fit, legally or otherwise, for their intended purpose or use. 1099 Pro, at its option, shall replace or re-work any defective Product or return that portion of the purchase price applicable to the defective Products. (B) 1099 Pro shall use due care in processing all data submitted to it and in performing and providing services. Data will be processed in accordance with generally accepted data processing procedures. If computer services are interrupted or delayed for any reason, 1099 Pro will resume the computer services as soon as reasonably practical. In the event that errors or omissions in computer services are the direct fault of 1099 Pro, 1099 Pro will correct any errors of which 1099 Pro receives timely notice. Where correction is impossible or impractical, Customer shall be entitled to a refund for that portion of the computer services or Products which contain the errors. (C) 1099 Pro warrants that provided that the data supplied to 1099 Pro by Customer is Year 2000 compliant and is in the form requested by 1099 Pro, the date data 1099 Pro receives will process in the hardware and software used by 1099 Pro to provide "Services and Products so that (i) data involving dates, including single-century formulas and multi-century formulas will not cause an abnormally ending scenario within the application or result in the generation of incorrect values involving such dates, (ii) the date-related Customer interface functions and data fields include the indication of the century, and (iii) date related functions will include the indication of century. There will be redesign charges if 1099 Pro's programs need to be changed to accommodate Customer’s changes resulting from Customer data that is not Year 2000 compliant. (D) 1099 Pro warrants that to the best of its knowledge no portion of the proprietary hardware or software that it uses to provide the Services and Products contains either any programs that self-replicate without manual intervention, instructions programmed to activate at a pre-determined time or upon a specified event, and/or programs purported to do a meaningful function but designed for a different function (i.e., disabling code) so that, as a result of the Services and Products provided by 1099 Pro pursuant to this Agreement, such disabling code can migrate to Customer’s computer software programs. (E) THE FOREGOING COMPRISES 1099 Pro’s SOLE AND ENTIRE WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Educational Institution Initials _____

1099 Pro, Inc. Initials _____
6. 1099 Pro's maximum liability for any and all claims owing directly or indirectly from the performance of its obligations herein, whether resulting from 1099 Pro's negligence or otherwise, shall not in the aggregate exceed the purchase price of the Products affected. UNDER NO CIRCUMSTANCES SHALL 1099 PRO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR A LOSS OF BUSINESS OR PROFIT OR ANY OTHER ECONOMIC LOSS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

7. 1099 Pro agrees not to permit unauthorized access and to take reasonable steps to protect the confidentiality of Customer's data and resultant output that is designated as confidential by Educational Institutional. 1099 Pro shall not, however, be liable for the unauthorized use of such confidential information by its employees or others beyond limitations established in Section 6 of this Agreement. Customer agrees to treat as confidential information all processes and machinery observed at 1099 Pro's facilities. All materials and data used or furnished by 1099 Pro under this Agreement are the sole property of 1099 Pro and shall be kept confidential by Customer. Such materials and data have been developed at great expense and they contain trade secrets of 1099 Pro.

8. Any materials furnished by Educational Institution, including computer tapes, will remain the exclusive property of Customer. However, Customer agrees to allow 1099 Pro to use such materials in a manner consistent with its performance of the Agreement. Unless otherwise agreed in writing, all information, programs, software, computer lists, artwork, films, molds, plates, dyes, negatives, positives, and all other items, machinery, or materials developed by 1099 Pro in providing the Products shall remain 1099 Pro's exclusive property. Customer accepts sole responsibility for the accuracy of all data and other items provided by it, and 1099 Pro shall not be responsible for errors or omissions resulting from the inaccuracy or defect in any Customer supplied data or materials. Customer shall pay 1099 Pro, its standard rates, for any processing re-runs or any other additional work performed by 1099 Pro due to incorrect or incomplete Customer data. 1099 Pro will not be responsible for loss or destruction of Customer data or materials unless due to the negligence of 1099 Pro, and 1099 Pro's liability is limited to restoring same provided such restoration can be reasonably performed by 1099 Pro and Customer provides 1099 Pro with all source data in readable form for such restoration, it being presumed conclusively that any data delivered to 1099 Pro has been backed up by duplicate material retained by Customer. 1099 Pro shall have the right to copy and retain all such material for its files as it deems necessary for internal processing use only.

9. Either party may terminate this Agreement (a) upon ninety (90) days written notice to the other, or (b) upon thirty (30) days written notice to the other in the event the other party is in breach or default of its obligations herein which is not remedied within such thirty (30) day period. Upon the expiration or earlier termination of this Agreement, 1099 Pro shall deliver to Customer any and all remaining Products, completed or in process, in 1099 Pro's possession and any raw materials specifically produced or acquired in connection with this Agreement. 1099 Pro shall issue a final invoice for all such items which shall be paid by Customer in accordance with this Agreement.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or otherwise transfer this Agreement without the prior express written consent of the other party, such consent not to be unreasonably withheld. 1099 Pro hereby reserves the right, in its sole discretion, to subcontract any portion or all of this Agreement. This Agreement supersedes and merges all prior proposals, understandings, and agreements, oral and written, between the parties relating to the subject matter of this Agreement and may not be modified or altered except by written instrument duly executed by both parties signing this Agreement. Customer agrees that this Agreement exclusively governs and controls the rights of the parties so that any purchase order or other writing Customer may submit to 1099 Pro shall be for Customer's convenience.

Educational Institution Initials _____
1099 Pro, Inc. Initials _____

Page 3 of 3
<table>
<thead>
<tr>
<th>AGENDA CATEGORY</th>
<th>ITEM/TITLE</th>
<th>ACTION/CONSENT</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
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<tr>
<td>INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES</td>
<td>Approval of Renewal of Maintenance Agreement Between Santa Clarita Community College District and Hershey Systems, Inc. for Document Imaging System</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND / ANALYSIS:**
The Santa Clarita Community College District is contracting with Hershey Systems, Inc. for the renewal of our maintenance agreement for Singularity Document Imaging System. The Hershey system is the District’s solution to archive the millions of existing records as well as image and catalog all student information going forward. Currently, Admissions and Financial Aid are actively archiving all incoming records which make them easily accessible to Admissions, Counseling and Financial Aid staff on both campuses.

The original Hershey system was purchased in January 2005 through the college’s Title III grant. Since that time, the core system has been expanded to include Student Services at Canyon Country and the Financial Aid office in Valencia. The maintenance agreement covers software updates and technical support for the singularity program throughout the term of the agreement. The maintenance agreement in the amount of $30,724.06 covers the period July 1, 2010 through June 30, 2011. This reflects an increase of 5% over last year. The agreement is presented to the Board for approval. Copies of the agreement are available upon request from the Office of Institutional Development.

**FISCAL IMPLICATIONS:**
The cost of the agreement is $30,724.06 and is included in the 2010/11 Tentative Budget.

**RECOMMENDATIONS:**
Move Approval of the Maintenance Agreement between Santa Clarita Community College District and Hershey Systems, Inc. for Document Imaging System.

Submitted by: James Temple

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

Recommended by: Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
Hershey Systems, Inc.

**INVOICE**

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<td>3/10/2010</td>
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<tr>
<td>Account No:</td>
<td>15647</td>
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</table>

**Bill To:** COLLEGE OF THE CANYONS  
Attn: ACCOUNTS PAYABLE  
Jim Temple  
26455 ROCKWELL CANYON ROAD  
SANTA CLARITA, CA 91355

**Ship To:** COLLEGE OF THE CANYONS  
ATTN: Jim Temple  
JASMINE RUYS - DIR. ADMISSIONS  
26455 ROCKWELL CANYON ROAD  
SANTA CLARITA, CA 91355

**P. O. Number**  
Pending

**Payment Due**  
By current contract expiration date of 06/30/10

**Notes**  
Technology Assurance Program Maintenance Contract renewal period 07/01/10 - 06/30/11  
All TAP contracts are subject to an annual renewal increase of up to 5%

<table>
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<tr>
<th>Item No</th>
<th>Description</th>
<th>Serial No</th>
<th>Qty</th>
<th>UM</th>
<th>Price</th>
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**Subtotal** $3,357.12  
**Discount** $0.00  
**Sales Tax** $0.00  
**Invoice Total** $3,357.12

Renewal payments **MUST** be received no later than the maintenance contract expiration date listed on this invoice. Payments not received by this date will have a **15-day grace period** before being assessed a **10% contract reinstatement penalty**. Late renewal payments will also result in being denied access to Hershey Systems technical support services. Please contact Beth at 1-704-321-4761 or beth.weier@hershey.com if you need assistance.
Hershey Systems, Inc.

INVOICE

Invoice No: CC ENRTAP10
Date: 03/06/2010
Account No: 15647

Bill To: COLLEGE OF THE CANYONS
Attn: ACCOUNTS PAYABLE
26455 ROCKWELL CANYON ROAD
SANTA CLARITA, CA  91355

Ship To: COLLEGE OF THE CANYONS
ATTN: Jim Temple
DEBBIE RO/ENROLLMENT SVCS
26455 ROCKWELL CANYON ROAD
SANTA CLARITA, CA  91355

P. O. Number
Pending
Payment Due
By current contract expiration date of 06/30/10

Notes
Technology Assurance Program Maintenance Contract renewal period 07/01/10 – 06/30/11
All TAP contracts are subject to an annual renewal increase of up to 5%

<table>
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<tr>
<th>Item No</th>
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Subtotal $23,838.94
Discount $0.00
Sales Tax $0.00
Invoice Total $23,838.94

Renewal payments MUST be received no later than the maintenance contract expiration date listed on this invoice. Payments not received by this date will have a 15-day grace period before being assessed a 10% contract reinstatement penalty. Late renewal payments will also result in being denied access to Hershey Systems technical support services. Please contact Beth Weier at 704.321.4761 or beth.weier@hershey.com if you need assistance with this invoice.
Hershey Systems, Inc.

INVOICE

Invoice No: CC FATAP10
Date: 3/10/2010
Account No: 15647

Bill To: COLLEGE OF THE CANYONS
          Attn: ACCOUNTS PAYABLE
          26455 ROCKWELL CANYON ROAD
          SANTA CLARITA, CA  91355

Ship To: COLLEGE OF THE CANYONS
          ATTN: Jim Temple & TOM BILBRUCK – Fin Aid
          26455 ROCKWELL CANYON ROAD
          SANTA CLARITA, CA  91355

P. O. Number

Payment Due
By current contract expiration date of 06/30/10

Notes
Technology Assurance Program Maintenance Contract renewal period 07/01/10 - 06/30/11
All TAP contracts are subject to an annual renewal increase of up to 5%

<table>
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<th>Item No</th>
<th>Description</th>
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Subtotal                      $3,528.00
Discount                      $0.00
Sales Tax                     $0.00
Invoice Total                 $3,528.00

Renewal payments MUST be received no later than the maintenance contract expiration date listed on this invoice. Payments not received by this date will have a 15-day grace period before being assessed a 10% contract reinstatement penalty. Late renewal payments will also result in being denied access to Hershey Systems technical support services. Please contact Beth Weier at 704-321-4761 if you need assistance.
## Approval of Renewal of Agreement Between Santa Clarita Community College District and Datatel, Inc. for the Maintenance on Datatel Partner Specific Products

### BACKGROUND / ANALYSIS:

The Santa Clarita Community College District contracts with Datatel, Inc., on an annual basis for our Datatel Partner Product Maintenance renewals. The maintenance contracts for these products that interface and provide additional functionality to our Datatel Colleague system, are administered through Datatel who provides the first level of support for these products.

The Datatel Partner Specific Products being renewed are:
- Unidata – The database engine that stores the District’s Information.
- E-Commerce – The product that allows our Datatel system to accept payments.
- SecuritySmith – The product that provides encryption security for our data.

The cost of this agreement is $41,959.25 which reflects a 12.2% increase from 2009/10. The maintenance agreement covers the period July 1, 2010 through June 30, 2011. Copies of the agreement are available upon request.

### FISCAL IMPLICATIONS:

The cost of the agreement is $41,959.25 and is included in the 2010/11 Tentative Budget.

### RECOMMENDATIONS:

Move Approval of the Renewal of Agreement between Santa Clarita Community College District and Datatel, Inc. for the Maintenance on Datatel Partner Specific Products.

---

**Submitted by:**
James Temple

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

**Recommended by:**
Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
### Statement of 2010 - 2011 Partner Fees

**Customer:** MRTRX00016777  
**Invoice Date:** April 30, 2010

---

**SANTA CLARITA COMM COLLEGE DISTRICT**  
**COLLEGE OF THE CANYONS**  
**CAROL ZAHRANCOL, ACCOUNTING**  
**26455 ROCKWELL CANYON ROAD**  
**SANTA CLARITA, CA 91355**  
**Client ID:** SANCLRTA  
**Client #** C81

---

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<th>End Date</th>
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<td>6/30/2011</td>
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From: 7/1/2010  
To: 6/30/2011  
Annual Renewal every June 30

<table>
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<td>Amount Paid:</td>
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<tr>
<td>Total:</td>
<td>41,959.25</td>
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</table>

Only those products listed are included in your client file. If there is a discrepancy between this list and the products your site has purchased through 2/28/10, contact Datatel at 3rdPartyRenewal@Datatel.com.
AGENDA CATEGORY  INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES

ITEM/TITLE Approval of Renewal of Agreement Between Santa Clarita Community College District and Datatel, Inc. for Maintenance on Datatel Software Modules

ACTION/CONSENT

BACKGROUND / ANALYSIS:
The Santa Clarita Community College District contracts with Datatel, Inc., on an annual basis for the renewal of our maintenance contract on the Datatel Colleague software and related modules. Datatel is the enterprise resource planning system used by the District to support our student registration, administrative and other business needs.

The cost of this agreement is $258,330.00 which reflects a 12% increase in core costs over 2009/10. The maintenance agreement covers the period July 1, 2010 through June 30, 2011. Copies of the agreement are available upon request from the Office of Institutional Development.

FISCAL IMPLICATIONS:
The cost of the agreement is $258,330 and is included in the 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of the Renewal of Agreement between Santa Clarita Community College District and Datatel, Inc. for maintenance on Datatel software modules.

Submitted by: James Temple

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SERVICES USED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>ESSA RENEWAL</td>
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<td>7/1/2010 - 6/30/2011</td>
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<tr>
<td>CORE</td>
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<td>HUMAN RESOURCES</td>
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<td>HUMAN RESOURCES, HR PAYROLL, WEBADVISOR WORKFLOW TIME CARD</td>
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<td>11,625.00</td>
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<td>APPLICATION DEVELOPMENT ENVIRONMENT</td>
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<tr>
<td>OTHER</td>
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<td></td>
<td></td>
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<tr>
<td>EAU CALIFORNIA CREDIT - ANNUAL LICENSE</td>
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<td>ELECTRONIC APPLICATION UTILITY ANNUAL LICENSE</td>
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<td>ELECTRONIC APPLICATION UTILITY MAINTENANCE</td>
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<td>690.00</td>
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<td>1,000.00</td>
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INVOICE

INVOICE NUMBER     CLIENT NUMBER     ACCOUNT NUMBER     INVOICE DATE     PURCHASE ORDER #     SALESPERSON     TERMS
MR100000010724     C81              SANCLRTA            5/31/2010           TKO                 Net 30 Days

SANTA CLARITA COMM COLLEGE DISTRICT
COLLEGE OF THE CANYONS
CAROL ZAFRANCOL, ACCOUNTING
26455 ROCKWELL CANYON ROAD
SANTA CLARITA, CA 91355
USA

DESCRIPTION     SERVICES USED     UNIT PRICE     AMOUNT
DATATEL MOBILE MAINTENANCE 4

Thank you for your business with Datatel

Total Charge 258,330.00
No Tax 0.00
Invoice Total 258,330.00
Less Credit On Account 0.00
Balance Due 258,330.00

FULL AGENDA BOOK - PAGE 144
Please make checks payable to: Datatel, Inc.
BACKGROUND / ANALYSIS:
At the April 14, 2010 Board of Trustees meeting, the Board approved a contract with Datalink Networks Incorporated to assist in the upgrade of the District’s email system and migration to a virtual server platform. After the contract was approved, Datalink, in conjunction with Dell, was able to obtain funding from Microsoft through their “Jump Start” program to offset the cost of the upgrade. In order for the District to be eligible for these “Jump Start” funds, it is necessary to contract directly with Dell for this project as it is Dell’s status as a Microsoft partner that allowed the District to be eligible for this program.

Datalink, as a gold partner of Dell, will serve as the Sub-Contractor and remain the principle Project Manager for the upgrade project. A letter of termination has been received and acknowledge by Datalink and they are continuing with the project under the terms of the new agreement presented for ratification.

The Agreement includes on-site evaluation of our current Information Technology infrastructure, design of the new messaging system using Microsoft Exchange 2010, installation of the virtual environment, installation of Microsoft Exchange 2010 in a clustered (redundant) configuration, migration of all existing email users to the new system and IT staff training. Copies of the agreement are available upon request from the Office of Institutional Development.

FISCAL IMPLICATIONS:
The cost for the Agreement has been reduced from $21,060 to $14,983 (a savings of $6,077) and is included in the 2009/10 Adopted Budget.

RECOMMENDATIONS:
Move Ratification of Agreement between Santa Clarita Community College District and Dell, Incorporated for Microsoft Exchange Email System Upgrade.

Submitted by: James Temple

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
Submitted to:
Santa Clarita Community College District

Submitted by:
Erinn Webber
Dell Global Services
6/2/2010
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© Copyright 2010. Dell Inc. All rights reserved.
Statement of Work For
Santa Clarita Community College District

This Statement of Work ("SOW") is between Dell Marketing L.P. ("Dell"), and Santa Clarita Community College District ("Customer") for the services described in this SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

The Services shall be performed in accordance with this SOW and the terms and conditions specified in the Customer's separate signed master services agreement with Dell which specifically contemplates provision by Dell of professional information technology consulting services (i.e. infrastructure, implementation, configuration and/or custom application development consulting) or, in the absence of such agreement, Customer Master Services Agreement at http://www.dell.com/cmsa (the "Agreement"). Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

All Customer use of software, online services, or software-enabled services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Dell Services Acceptable Use Policy ("AUP"), which is available for review at http://www.dell.com/AUP and incorporated in its entirety herein by reference.

Confidentiality: All information supplied to Customer for the purpose of this SOW is to be considered Dell confidential.

Hyper-V Clustering, Exchange Upgrade and Basic Disaster Recovery Plan

1.0 Overview and Shared Objectives

Executive Summary / Overview

The Services' objective is to 1) Establish a Virtualized Environment with Hyper-V Clustering, 2) Perform an Exchange Upgrade to Microsoft Exchange 2010, 3) Develop a Basic Disaster Recovery Plan.

Dell agrees to deliver to Customer the Services described in Section 3 herein.

2.0 Project Scheduling

This project is estimated to take 2 contiguous weeks.

<table>
<thead>
<tr>
<th>Phases</th>
<th>Estimated Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation</td>
<td>2 Week</td>
</tr>
</tbody>
</table>
3.0 **Project Scope and Definition**

Dell will perform the tasks for this Service as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Implementation</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Perform and Document discovery of current environment</td>
</tr>
<tr>
<td></td>
<td>• Upgrade internal elements of 2003</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>• Install Virtual environment – Microsoft Hyper-V</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Active Directory and Exchange 2010</td>
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<tr>
<td></td>
<td>• Clustering and Mailboxes</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Configure Servers and DNS</td>
</tr>
</tbody>
</table>
As used in this SOW, knowledge transfer, demonstrations and documentation, and all references thereto, and the pricing quoted herein specifically exclude any Dell training and certification services. Knowledge transfer outlines only a high level informal transfer of basic knowledge of the Dell services from the Dell Consultant to Customer's local contact or IT representative. Dell training and certification offerings are available to Customer subject to a separate price quote.

4.0 Deliverables

The following is a list of deliverables that will be provided to Customer under this SOW subject to time authorized through this SOW.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Deliverable Title, Short Description, and any Acceptance Criteria*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation</td>
<td>Upgrade to Exchange 2010</td>
</tr>
</tbody>
</table>
5.0 Assumptions and Customer Responsibilities

Assumptions:

Dell may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer’s responsibility to identify any incorrect assumptions or take immediate action which will make all of Dell's assumptions correct. Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1. If the assumptions used to develop the SOW are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the SOW, Service Levels and/or Fee Schedule, as appropriate.

2. The prices for the Services are based on Customer’s environment as known by Dell at the time of execution of this SOW. If the volumes, consumption factors or requirements change by +/- five (5%) percent, Dell will adjust the pricing to reflect these changes.

3. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between Customer and Dell.

4. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.

5. A typical schedule involves working remotely at least one business day per week to complete deliverables and/or any applicable documentation. Additional fees may apply for travel/Services outside of this timeframe.

6. This SOW includes travel to one domestic location(s) within the continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.

7. Dell is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.

8. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.

9. Completing transition within the agreed timeframe is contingent upon Dell receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel, and facilities in a timely manner.

10. Dell’s pricing does not assume the assumption of any Customer or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer’s operating environment.

11. Dell reserves the right to sub-contract portions or all of the requested Services. In this instance, we will be sub-contracting with DataLink.

Not Included With This Service:

1. Other services not specifically defined in this SOW are out of scope.
Customer Responsibilities:

Both Customer and Dell are responsible for collaborating on the execution of the Services. Dell’s responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Dell to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:

1. Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the “Customer Contact”). Failure to do so might result in an increase in project hours and/or length in schedule.

2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services (“Technical Contacts”). Dell may request that meetings be scheduled with Technical Contacts.

3. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements.

4. The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.

5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.

6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.

7. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

8. Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer’s failure to provide such timely documentation, materials and assistance.

9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.

10. Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.

11. Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell’s requirements for the products and Services purchased.

12. Customer agrees to complete a customer satisfaction survey.

Data Backup

- Customer will complete a backup of all existing data and programs on affected systems prior to Dell arriving at the location to deliver this Service. DELL WILL HAVE NO LIABILITY FOR LOSS
6.0 Change Control Process

The “Change Control Process” is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing Services.

A written “Change Order” will be the vehicle for communicating any desired changes to the Services. It will describe the proposed change to Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Dell Project Manager will draft the Change Order document based on discussions with Customer and Dell team. Only changes included in a Change Order signed by both Customer and Dell will be implemented.

In some cases, a Change Order will authorize Dell to study the impacts that a proposed change will have in terms of required changes to Services scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, the Dell Project Manager will draft a separate Change Order to detail the specifics associated with that change.

7.0 Dell Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that Dell resources may include employees of Dell and/or a service provider or subcontractor to Dell. Dell personnel may work on-site at Customer location or off-site at a Dell or other location as determined by the needs of the Services and by specific agreement of the Customer project manager. Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Project Manager (PM)
- Single point of contact and accountability for successful delivery of the Services
- Maintain focus on time, cost and scope
- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings
- Establish and manage the Services schedule, communications and status reporting
- Provide up to one status call and one brief status report per week
- Identify, monitor and manage Services risk, issues and escalations
- Facilitate change management as needed
- Confirm the Services delivered are in accordance with the SOW
- Obtain deliverable and Service completion acceptance from Customer
- Project management activities are conducted remotely

Dell Senior Exchange Consultant
- Develop a pre-project discovery questionnaire based on existing environment
• Perform the on-site Discovery Stage including conduct of interviews with Customer staff
• Review input from the pre-project discovery questionnaire to prepare for the on-site discovery
• Design and implement Exchange systems
• Determine disk I/O requirements for Exchange
• Experienced with Exchange migrations
• Report status and communication
• Coordinate with the Project Manager to attempt to remove any barriers
• Coordinate Project meetings (as appropriate)

Virtualization Consultant
• Provide technical direction and expertise
• Understand server architecture, technology and product requirements
• Oversee day-to-day execution of tasks
• Coordinate with Project Manager and Executive Sponsor to ensure barriers are removed
• Develop and assigns tasks

8.0 Payment Criteria

Fixed Fee: Payment for Services is a Fixed Fee of US $14,983.00.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services Value</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Less Dell/Microsoft Funding</td>
<td>$15,017.00</td>
</tr>
<tr>
<td>Total Due From Customer</td>
<td>$14,983.00</td>
</tr>
</tbody>
</table>

Discounted Funding Terms:
• Dell has made funds available through its Dell/Microsoft case study program. These funds are available upon Dell’s receipt of this signed SOW.
• Discounted funding is applicable only to this signed SOW and is subject to expiration with this SOW as noted in the Signature section herein. There is no guarantee of funds until signed SOW and PO (if applicable) are submitted and received by Dell.
• Dell would like to use this Service as a case study and reference. Customer’s signature of this SOW, constitutes an agreement by Customer to the following:
  o Assist Dell in documenting Customer’s participation in the funding program.
  o Assist Dell by developing a case study around Customer’s experience with the funding program and consent to public release of the case study.
  o Serve as a reference customer for the Service.
  o Provide data for creation of business value whitepaper(s).
- Participation with Dell in an Industry Event (i.e. as a panelist, etc.) to discuss the Service experience (at no cost to the Customer).
- Provide Customer quotes for internal and external Dell marketing.

For further details on Dell's case study and reference program, please contact your account team.

**Invoice/Payment Terms:** Invoice for Services will be issued upon receipt of Customer signature of this SOW. Payment is due thirty (30) days from date of invoice.

**Expenses:** Expenses are included in the Fixed Fee price. Unless the scope changes; Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses include Service related expenses including actual, reasonable and necessary travel and living expense.

**Taxes:** Dell’s pricing does not include applicable local taxes.

**Scope Changes:** Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Dell as described in the Change Control Process detailed in this SOW.

**Services Scheduling:** Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Dell. Upon receipt of a signed SOW and Purchase Order, a Dell Project Manager will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer’s schedule preferences/requirements and the availability of required resources.

**Pricing:** The terms offered by Dell under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

### 9.0 Termination

Customer may terminate this SOW for convenience upon providing Dell with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Dell's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Dell may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

### 10.0 Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Dell and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the
Purchase Order shall not apply.
11.0 Signature

Please fax a copy of your Purchase Order and this signed SOW (with all pages in full) to 512-203-7899, Attention: Dell – Intake Manager. The Purchase Order amount should include estimated expenses if they are billable.

<table>
<thead>
<tr>
<th>Santa Clarita Community College District</th>
<th>Dell Marketing L.P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Print Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
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# Contract Summary

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<td>Shari Bricker</td>
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<td><a href="mailto:Shari.bricker@canyons.edu">Shari.bricker@canyons.edu</a></td>
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<tr>
<td>Dell Services Solutions Architect Contact</td>
<td>Erinn Webber</td>
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<td>Phone: 512-529-5800</td>
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<td>Email: <a href="mailto:don_dockery@dell.com">don_dockery@dell.com</a></td>
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## AGENDA

### CATEGORY
INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES

### ITEM/TITLE
Approval of Renewal of Agreement Between Santa Clarita Community College District and Ex Libris (USA), Incorporated for Voyager Library Catalog Software

- **ACTION/CONSENT**
- **ACTION**
- **INFORMATION**
- **DISCUSSION**

### BACKGROUND / ANALYSIS:
The Santa Clarita Community College District is contracting with Ex Libris to renew our maintenance agreement for their Voyager Library Catalog Software. This is the 4th year of our direct relationship with Ex Libris. Between 1997 and 2007, the College had contracted with CalArts who agreed to host our library catalog on their Voyager System. In 2007, the College purchased Voyager directly from Ex Libris along with the necessary hardware to bring the library catalog in-house. Having the catalog internal to the campus has eliminated the communication issues we had with the CalArts system and provided us greater flexibility in terms of catalog options and configurations.

The maintenance agreement covers our unlimited client access license, staff administrator licenses, the database license and analyzer software along with technical support and all the upgrades that are released during the agreement period. The contract renewal in the amount of $10,790.49 represents a 2% increase from last year and covers the period July 1, 2010 through June 30, 2011. The software maintenance renewal is presented to the Board for approval and is available upon request for review.

### FISCAL IMPLICATIONS:
The cost for the license agreement in the amount of $10,790.49 is included in the 2010/11 Tentative Budget.

### RECOMMENDATIONS:
Move approval of the Agreement between Santa Clarita Community College District and Ex Libris (USA), Incorporated for Voyager Library Catalog Software.

Submitted by: James Temple

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
To: College of the Canyons  
Santa Clarita Community College District  
Attn: Accounts Payable  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
United States

Ship To: College of the Canyons  
Santa Clarita Community College District  
Attn: Accounts Payable  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
United States

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Total Cost $10,790.49

Maintenance Plan: STD; Start: 07/01/2010, End: 06/30/2011; Term: 12 months

Does not include any applicable taxes

Order Total: 10,790.49

☐ Our Purchase Order is enclosed  
☐ Our Purchase Order is __________.  
☐ Purchase Order is not required

Please fax back to 847-227-4880

AN INVOICE WILL BE SENT AFTER CONFIRMATION OF ORDER

REMIT TO:  
Ex Libris (USA) Inc  
4394 Solutions Center  
Chicago, IL 60677-4003  
FEIN 11-2979049

Via Check/Draft

Telephone (847) 296-2200  
Fax Number (847) 296-5636

Via Electronic Wire-Transfer  
Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA # 121000248  
SWIFT Code BIC WFBIUS6S  
Bene Name: Ex Libris (USA), Inc  
Account No: 4121801674
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District contracts with HPM Networks on an annual basis for the maintenance on the HP server that hosts our Datatel Colleague software. The maintenance contract covers the repair and/or replacement of failed hardware during the contract period July 1, 2010 through June 30, 2011.

The cost of this agreement is $33,899.98 which reflects a 0.12% increase in core costs over 2009/10.

Copies of the renewal quote have been distributed under separate cover and are available in the Office of Institutional Development, Technology and Online Services upon request.

FISCAL IMPLICATIONS:
The cost of the agreement is $33,899.98 and is included in the 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of the Renewal of Agreement between Santa Clarita Community College District and HPM Networks.

Submitted by:                Approval for submission to Board of Trustees:

James Temple                      Dr. Dianne G. Van Hook

Recommended by:

Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
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<td>HA156AC</td>
<td>B3929DA#2AH</td>
<td>Single processor license</td>
<td>8</td>
<td>$2,204.00</td>
<td>7/1/2010</td>
<td>6/30/2011</td>
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<td>80</td>
<td>HA156AC</td>
<td>B6123AA</td>
<td>HP GlancePlus Tier Three Software LTU</td>
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<td>$913.00</td>
<td>7/1/2010</td>
<td>6/30/2011</td>
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</tbody>
</table>

Subtotal: $25,912.50
Quote Total: $32,685.33

**FULL AGENDA BOOK - PAGE 163**
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District is contracting with The Learning Edge North America for the maintenance renewal of our EQUELLA digital repository and content authoring software system. EQUELLA was purchased in 2008 and integrates with Blackboard, our current Content Management System for online courses, and provides students and faculty alike a location to create, store, search and retrieve digital content applicable to their courses. The system is installed in-house which provides the college with greater flexibility with the management and deployment of the system. Learning Edge is a leading software solutions provider in the educational market and EQUELLA has been used in Universities and Community Colleges since 2002.

The annual license fee in the amount of $16,500 represents a roughly 2% increase over last year and is for a one year term effective 7/1/2010-6/30/2011. The fee covers the application, technical support and software updates throughout the term of the agreement. Copies of the agreement are available upon request for review.

FISCAL IMPLICATIONS:
The cost of the agreement is $16,500 for FY 2010/11 and is included in the Tentative Budget.

RECOMMENDATIONS:
Move Approval of the Renewal Agreement between Santa Clarita Community College District and The Learning Edge North America, Inc. (EQUELLA).

Submitted by: James Temple

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

Recommended by: Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
TAX INVOICE
00000291

DATE
17/05/2010

ORDER NO:

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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Equella Software License Renewal for the period 6/30/10 - 6/29/10; up to 200 FTE</td>
<td>$16,500.00</td>
<td></td>
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</table>

Payment Terms: Net 30 Days Please

Please note preferred method of payment is bank transfer:
To: Eastern Bank, 265 Franklin Street, Boston MA 02110
For credit of: The Learning Edge North America Inc.
Account# 800512925; ABA/Routing 011301798; Swift EASRUS31

Sales Tax: $0.00

Total Amount: $16,500.00

Amount Applied: $0.00

Balance Due: $16,500.00
## AGENDA CATEGORY
INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
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<tr>
<td>Approval of Renewal of Co-Location Lease Agreement</td>
<td>✗</td>
<td></td>
<td></td>
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<tr>
<td>Between Santa Clarita Community College District and NE Systems, Inc.</td>
<td></td>
<td></td>
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</tbody>
</table>

### BACKGROUND / ANALYSIS:
In 2008 as part of our Technology Master Plan and in conjunction with our Disaster Preparedness planning, College of the Canyons selected a location in Sacramento to serve as a co-location facility for the District’s critical Information Technology (IT) Resources. In the event of a major disaster such as an earthquake or a local emergency such as a prolonged power outage, the District needs a location where critical operations can be restored quickly. These operations would include email, website, Blackboard and, in the event the District’s IT resources will be down for an extended amount of time, our Student Information System (Datatel).

The Sacramento facility is run by Raging Wire Enterprise Solutions. Raging Wire has been in business since 2000 and their facility provides redundancy in power, cooling and communications. Their facility is built based on industry standards and is SAS 70 Type II compliant which means that it has passed the requirements for internal controls of a service organization according to the Auditing Standards Board of the American Institute of Certified Accountants.

The lease agreement includes two standard secure network cabinets, electrical to support the critical server operations listed above, 2Mbps Internet access and two standard telephone lines. The agreement, in the amount of $72,720 is billable in monthly installments of $6,060 for the term July 1, 2010 through June 30, 2011. The cost of the agreement has not changed since last year. NE Systems, Incorporated is administering the agreement on behalf of Raging Wire. Copies of the agreement are available upon request from the Office of Institutional Development.

### FISCAL IMPLICATIONS:
The cost for the lease agreement is $72,720 and is included in the 2010/11 Tentative Budget.

### RECOMMENDATIONS:
Move Approval of Co Location Lease Agreement between Santa Clarita Community College District and NE Systems, Inc.

Submitted by: James Temple

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
QUOTATION

25106 BARNHILL ROAD
SANTA CLARITA, CA 91350

Name / Address
Santa Clarita Community College District
ATTN: A/P-C Fernando
23000 Valencia Blvd
Santa Clarita, CA 91355

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<th>Cost</th>
<th>Total</th>
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<td>Sacramento Co-location MRC -- July 2010 - June 2011</td>
<td>24</td>
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<td>res-mrc-pwr</td>
<td>Secure cabinet rent</td>
<td>96</td>
<td>320.00</td>
<td>30720.00</td>
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<td>res-mrc-bw</td>
<td>120v/20amp circuit A/B rent</td>
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<td></td>
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<tr>
<td>res-mrc-bw</td>
<td>Internet access (1-5 Mbps) in 1 Mbps increments</td>
<td>24</td>
<td>200.00</td>
<td>4800.00</td>
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<td>res-mrc-pots</td>
<td>POTS lines rent</td>
<td>24</td>
<td>100.00</td>
<td>2400.00</td>
</tr>
</tbody>
</table>

Note: Monthly co-location rent is $6060; above quantities reflect 12 months quantities of individual line items.

TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.5% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 50% + SHIPPING RESTOCKING FEE.

Subtotal: $72,720.00
Sales Tax (9.75%): $0.00
Total: $72,720.00

Phone #    Fax #       E-mail                  Web Site
(661) 288-7888 (661) 287-1560 ed.padilla@ne-systems.net www.ne-systems.net
AGENDA CATEGORY  INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES

ITEM/TITLE Approval of Maintenance Renewals Between Santa Clarita Community College District and NE Systems Inc.

ACTION/CONSENT X ACTION INFORMATION DISCUSSION

BACKGROUND / ANALYSIS:
The Santa Clarita Community College District is contracting with NE Systems Incorporated for the renewal of various maintenance contracts associated with the campus network. This equipment provides the connectivity, wireless coverage, firewall protection, email spam filtering and information backup for the District. NE Systems is an authorized vendor for these manufacturers and has handled the purchase and renewals for these products since 2004.

The maintenance contracts covers firmware upgrades, technical support and replacement parts for the equipment installed and used at District facilities. The maintenance term for all vendors is 7/1/10-6/30/11. The renewal is broken down by vendor as follows:

<table>
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<tr>
<th>Contract</th>
<th>Cost</th>
<th>% Change</th>
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<tbody>
<tr>
<td>Enterasys (Network Switches and Intrusion Detection System)</td>
<td>$81,952.54</td>
<td>1.4%</td>
</tr>
<tr>
<td>Adtran</td>
<td>$2,214.00</td>
<td>0%</td>
</tr>
<tr>
<td>Aruba (Wireless Access Points)</td>
<td>$8,245.00</td>
<td>0%</td>
</tr>
<tr>
<td>APC (Battery Backups)</td>
<td>$13,204.99</td>
<td>36.8%</td>
</tr>
<tr>
<td>Fortinet (Firewalls)</td>
<td>$12,749.25</td>
<td>&lt;3%</td>
</tr>
<tr>
<td>Barracuda (Email Appliances)</td>
<td>$11,746.00</td>
<td>1.92%</td>
</tr>
<tr>
<td>Exagrid (Disk-Based Backup System)</td>
<td>$5,085.00</td>
<td>0%</td>
</tr>
<tr>
<td>Brocade (Routers)</td>
<td>$8,920.42</td>
<td>&lt;3%</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$144,117.20</td>
<td>3.87%</td>
</tr>
</tbody>
</table>

The annual cost of this agreement, $144,117.20 represents a 3.87% increase from last year due primarily to the addition of a maintenance contract on the APC unit installed in the Canyon Country Communications Room. Copies of the agreements are available upon request from the Office of Institutional Development.

FISCAL IMPLICATIONS:
The cost of this agreement is $144,117.20 for FY 2010/11 and is included in the Tentative Budget.

RECOMMENDATIONS:
Move approval of Maintenance Renewals Between Santa Clarita Community College District and NE Systems, Inc.

Submitted by: James Temple

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

Recommended by:
Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
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<th>Sr</th>
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<th>Description</th>
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<tr>
<td>*1</td>
<td>ES-SN-S04</td>
<td>1G587-09 (Matrix E1 Gigabit Distribution Switch with 6 1000Base-X ports via mini-Gbic and 3 expansion slots) SupportNet 7/1/2010-6/30/2011 Mfr: CTI RN</td>
</tr>
<tr>
<td>*2</td>
<td>ES-SN-S02</td>
<td>1H5B2-2G (Matrix E1 Workgroup Switch with 24 10/100Base-TX ports via RJ45) SupportNet 7/1/2010-6/30/2011 Mfr: CTI RN</td>
</tr>
<tr>
<td>*3</td>
<td>ES-SN-S04</td>
<td>1H5B2-3B (Matrix E1 Workgroup Switch with 48 10/100Base-TX ports via RJ45 and 3 expansion slot) SupportNet 7/1/2010-6/30/2011 Mfr: CTI RN</td>
</tr>
<tr>
<td>*4</td>
<td>ES-SN-S01</td>
<td>A2H254-16 (8 FX 8 TX STACKABLE SWITCH) SupportNet 7/1/2010-6/30/2011 Mfr: CTI RN</td>
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<td>*10</td>
<td>ES-SN-S13</td>
<td>N3-SYSTEM-R (Matrix N3 System Bundle including Chassis, Fan Tray and two Power Supplies) SupportNet 7/1/2010-6/30/2011 Mfr: CTI RN</td>
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<tr>
<td>*12</td>
<td>ES-SN-S18</td>
<td>N7-SYSTEM-R (Matrix N7 System Bundle including Chassis, Fan Tray and two Power Supplies) SupportNet 7/1/2010-6/30/2011 Mfr: CTI RN</td>
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Number: 814
Date: 02/04/2010

To:
James Temple
Santa Clarita Community College District
25455 Rockwell Canyon Rd
Santa Clarita, CA 91355
Phone: (661)259-7800 x: x3535
Email: james.temple@canyons.edu

Ship To:
James Temple
25455 Rockwell Canyon Rd.
Santa Clarita CA - 91355

Prepared by: Ed Padilla - ed.padilla@ne-systems.net - (661)-714-5451
## Adtran Renewal 2010-2011

### To:
James Temple  
Santa Clarita Community College District  
26455 Rockwell Canyon Rd  
Santa Clarita, CA 91355  
Phone: (661) 259-7800 x: 33535  
Email: james.temple@canyns.edu

### Ship To:
James Temple  
26455 Rockwell Canyon Rd,  
Santa Clarita CA - 91355

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<td>110205M6</td>
<td>TA650, SN: LEADTN0740A.020Adtran ACES SITE - 24x7x4 - Maintenance - Replacement - Physical Service</td>
<td>$816.00</td>
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<tr>
<td>4</td>
<td>110205M4</td>
<td>TA612, SN: CFG01282856Adtran ACES SITE - 1 Year(s) - 24x7x4 - Maintenance - Replacement - Physical Service</td>
<td>$446.00</td>
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<td>$446.00</td>
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</table>

### Terms and Conditions
TERMS AND CONDITIONS:  
TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.5% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 50% + SHIPPING RESTOCKING FEE.

### Payment Details
- Company:未提供
- Payment Terms: 30 days
- Prepared by: Ed Padilla / ed.padilla@ne-systems.net / (661)-714-5431

### Shipping Details and Delivery
- Shipping Via: Free Delivery
- Date: 02/04/2010

### Financial Details
- Sub-Total: $2,214.00
- Tax @ 9.75%: $0.00
- Total: $2,214.00
## NE Systems Incorporated
25105 Barnhill Road
Santa Clarita, CA 91350
Phone: 661-288-7688 Fax: 661-694-7304

## Aruba Networks Renewal 2010-2011

### To:
James Temple
Santa Clarita Community College District
26455 Rockwell Canyon Rd
Santa Clarita, CA 91355
Phone: (661) 258-7300 x: xt3535
Email: james.temple@canyons.edu

### Ship To:
James Temple
26455 Rockwell Canyon Rd,
Santa Clarita CA - 91355

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<tbody>
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<td>EN1-6K-BA-2PSU-200</td>
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<td>$2,405.00</td>
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<td>SUPPORT FOR LIC-SC2-WIP (1 YEAR)</td>
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<tr>
<td>6</td>
<td>EN1-6K-BA-2PSU-200</td>
<td>NEXT-DAY SUPT 6000-BASE-2PSU-200 (1 YR)</td>
<td>$240.00</td>
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<td>EN1-SC-128-C1</td>
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<td>$1,200.00</td>
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<td>8</td>
<td>EN1-LC-2G</td>
<td>NEXT-DAY SUPPORT FOR LC-2G (1 YEAR)</td>
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<td>EN1-LIC-SC1-PEF</td>
<td>SUPPORT FOR LIC-SC1-PEF (1 YEAR)</td>
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<td>SUPPORT FOR LIC-SC1-WIP (1 YEAR)</td>
<td>$540.00</td>
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**10 Item(s)**

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(*) Tax exempted Part(s)

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**Terms and Conditions**

**Shipping Details and Delivery**

TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.5% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 80% + SHIPPING RESocking FEE.

**Payment Details**

Company PO [ ]
Payment Term 30 days

Prepared by; Ed Padilla ed.padilla@ne-systems.net 661-714-5431

FULL AGENDA BOOK - PAGE 171
<table>
<thead>
<tr>
<th>Srl</th>
<th>Mfr. Part</th>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
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<td>APC On-Site Service Advantage Ultra Service Plan - 1 Year - 8x5x Next Business Day - On-site - Maintenance - Parts and Labor - Physical Service: Serial Number: ED0505001346 Model: Symmetra PX 20kW Term: 7/1/2010-6/30/2011 Mfr: APC</td>
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<tr>
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<td>PREVENTIVE MNT VISIT SYMETRA PX UPS 10kVA 40: Serial Number: ED0505001346 Model: Symmetra PX 20kW Term: 7/1/2010-6/30/2011 Mfr: APC</td>
<td>1,225.00</td>
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<tr>
<td>*3</td>
<td>WACVULTRA-PX-24</td>
<td>APC On-Site Service Advantage Ultra Service Plan - 1 Year - 8x5x Next Business Day - On-site - Maintenance - Parts and Labor - Physical Service: Serial Number: PD0617142996 Model: Symmetra PX 40kW Term: 7/1/2010-6/30/2011 Mfr: APC</td>
<td>4,125.00</td>
<td>1</td>
<td>4,125.00</td>
</tr>
<tr>
<td>*4</td>
<td>WPMV-PX-21</td>
<td>PREVENTIVE MNT VISIT SYMETRA PX UPS 10kVA 40: Serial Number: PD0617142099 Model: Symmetra PX 40kW Term: 7/1/2010-6/30/2011 Mfr: APC</td>
<td>1,225.00</td>
<td>1</td>
<td>1,225.00</td>
</tr>
<tr>
<td>*5</td>
<td>WONSITEWEXT1-YR-C3-21</td>
<td>1YR ONSITE WARR EXTENSION FOR 1 GALAXY 3500 OR SUVT 10-15KVA UPS: Serial Number: P50396141031: Model Number: SUVT15KF484: Term: 7/1/2010-6/30/2011 Mfr: APC</td>
<td>1,790.00</td>
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<td>1,790.00</td>
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Sub-Total $13,304.99

Tax @ 8.75% $0.00

Total $13,304.99

(*) Tax exempted Part(s)

Terms and Conditions
TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.5% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 50% + SHIPPING RESTOCKING FEE.

Payment Details
Company PO [ ]
Payment Term 30 days

Prepared by: Ed Padilla  ed.padilla@ne-systems.net  661-714-5431

Shipping Details and Delivery
Shipping Via Free Delivery

FULL AGENDA BOOK - PAGE 172
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<th>Description</th>
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<th>Qty.</th>
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<td>*1</td>
<td>FC10-00800-050-02-12</td>
<td>Fortinet FortiCare 24x7 - 1 Year - Next Business Day - Maintenance - Replacement - Physical Service: MODEL: FG 800; SERIAL NUMBERS: FG8002680440243 and FG8003607500570. TERM: 7/1/2010-6/30/2011. Mfr: FORTINET</td>
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<td>$1,049.25</td>
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Sub-Total | $12,749.25

Tax @ 9.75% | $0.00

Total | $12,749.25

(* ) Tax exempted Part(s)

Terms and Conditions
TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.5% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 50% + SHIPPING RESTOCKING FEE.

Shipping Details and Delivery
Shipping Via Free Delivery

Prepared by: Ed Padilla ed.padilla@ne-systems.net 661-714-5431
# NE Systems Incorporated

**Barracuda Renewal 2010-2011**

**Number:** 1517  
**Date:** 02/04/2010

To:  
James Temple  
Santa Clarita Community College District  
26455 Rockwell Canyon Rd  
Santa Clarita, CA 91355

Phone: (661) 259-7800 x: x3535  
Email: james.temple@canyons.edu

Ship To:  
James Temple  
26455 Rockwell Canyon Rd,  
Santa Clarita CA - 91355

<table>
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<td>Barracuda Message Archiver 560 1 Year EU: TERM: 7/1/2010-6/30/2011</td>
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<td>Barracuda Message Archiver 560 1 Year IR: TERM: 7/1/2010-6/30/2011</td>
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<td>BSF600a-e1</td>
<td>Barracuda Spam Firewall 600 1 Year Energize Update: TERM: 7/1/2010-6/30/2011</td>
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<td>BSF600a-h1</td>
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4 item(s)  
Sub-Total $11,746.00  
Tax @ 9.75% $0.00  
Total $11,746.00  
(*) Tax exempted Part(s)

**Terms and Conditions:**  
TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.5% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 50% + SHIPPING RE-STOCKING FEE.

**Shipping Details and Delivery:**  
Shipping Via: Free Delivery

**Payment Details:**  
Company PO [ ]  
Payment Term 30 days

Prepared by: Ed Padilla  
ed.padilla@ne-systems.net  
661-714-6431

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FULL AGENDA BOOK - PAGE 174
To:  
James Temple  
Santa Clarita Community College District  
28455 Rockwell Canyon Rd  
Santa Clarita, CA 91355  
Phone: (661)259-7800 x: xt3535  
Email: janes.temple@canyons.edu  

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<td>EX-1YR-MS</td>
<td>Exagrid 1yr 5x8 Support &amp; Maintenance for Exagrid (3) TB System: SERIAL: JN49481 TERM DATE: 7/1/10 - 6/30/11</td>
<td>$5,085.00</td>
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1 item(s)  
Sub-Total: $5,085.00  
Tax @ 9.76%: $0.00  
Total: $5,085.00  
(*) Tax exempted Part(s)

Terms and Conditions  
TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.6% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 50% + SHIPPING RESTOCKING FEE.

Payment Details  
Company PO [ ]  
Payment Term 30 days

Prepared by: Ed Padilla ed.padilla@ne-systems.net 661-714-5431

Shipping Details and Delivery  
Shipping Via: Free Delivery

Date: 02/04/2010  
Number: 1521  

Exagrid Renewal  
2010-2011
# NE Systems Incorporated

25106 bamhill Road  
Santa Clarita, CA 91350  
Phone: 661-226-7888 Fax: 661-554-7304

---

**Brocade renewal 2010-2011**

**Number:** 1515  
**Date:** 02/04/2010

---

**To:** James Temple  
Santa Clarita Community College District  
26455 Rockwell Canyon Rd  
Santa Clarita, CA 91355  

**Ship To:** James Temple  
26455 Rockwell Canyon Rd,  
Santa Clarita CA - 91355  

Phone: (661)256-7800 x: x13636  
Email: james.temple@canyons.edu

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Mfr: BROCADE | $4,327.92 | 1 | $4,327.92 |
| *2  | BI-RX4-SVL-RNDP-1 | 1YR NBD PTS SUP RNWL BIGIRON RX4: TERM: 12 months, 7/01/2010 - 6/30/2011: Serial Number: SA23068577  
Mfr: BROCADE | $3,995.00 | 1 | $3,995.00 |
| *3  | FESX24-SVL-R2P-1 | 1YR 2HR ONS SUP RNWL FE3X 424/424HF/624/624E/624HF:TERM: 12 months, 7/01/2010 - 6/30/2011: Serial Number: FL4037346  
Mfr: BROCADE | $597.50 | 1 | $597.50 |

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(*) Tax exempted Part(s)

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**Terms and Conditions**

TERMS ARE SPECIFIED IN TERMS FIELD ABOVE. IF ANY AMOUNT DUE IS NOT PAID IN FULL BY THE SPECIFIED TERMS, YOU AGREE TO PAY AS A LATE CHARGE, 1.5% PER MONTH, LIMITED BY THE MAXIMUM AMOUNT PERMITTED BY LAW. ALL RETURNS ARE SUBJECT TO A DISTRIBUTOR 50% + SHIPPING RESTOCKING FEE.

**Shipping Details and Delivery**

Shipping Via: Free Delivery

**Payment Details**

Company PO [ ]  
Payment Term 30 days

- [ ] Prepared by: Ed Padilla  
- [ ] ed.padilla@re-systems.net  
- [ ] 661-714-5431

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FULL AGENDA BOOK - PAGE 176
AGENDA
CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Ratification of Contract Agreement with Boston Reed College for Pharmacy Technician Program Through Community Education

ACTION/CONSENT
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
The Boston Reed College is a virtual college offering a preset program of learning in Pharmacy Technician (RX Tech) through Community Education departments throughout the California Community College system. Boston Reed provides marketing, instructors, orientation, curriculum, and externship over twenty-seven weeks.

Upon completion graduates will receive a certificate of completion and become eligible to apply for registration as a Pharmacy Technician in the State of California and be prepared to take the optional, national Pharmacy Technician Certification Board (PTCB) exam.

There are no fiscal implications to Community Education or the district. Community Education stands to earn $675 per registered student after Boston Reed is paid. Copies of the agreement are available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move to ratify Contract Agreement with Boston Reed College for Pharmacy Technician Program Through Community Education.

Submitted by: Audrey Green

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

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

This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and Boston Reed College, hereinafter referred to as "CONTRACTOR".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

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

1. Scope of Service. Contractor will conduct class entitled Pharmacy Technician, which includes in part, training to assist pharmacist in the packaging and mixing or prescriptions, maintaining client records, assist with inventory control and purchasing, as follows:

   Class Date(s): Saturdays, January 23 - August 28, 2010
   Class Time: 8:00AM to 3:30PM
   Total Sessions: 27
   Total Program Hours: 182
   Class Fee per Student: $2595.00 (includes textbooks), not to exceed 35 students

Contractor will take roll, collect any walk-in registration fees and remit such fees with completed roll sheet(s) to Community Education within two (2) business days. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. Contractor shall commence providing services under this Agreement on January 23, 2010, and will diligently perform as required and complete performance by September 11, 2010 (includes two[2] additional weeks to allow for rescheduling if necessary).

3. Compensation and Invoicing.
   a. Compensation and Invoicing. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a fee not to exceed Nineteen Hundred Twenty Dollars ($1920.00) per student from fees collected, and not to exceed a fee total of Sixty Seven Thousand Two Hundred Dollars ($67,200.00). District shall pay Contractor after District's Board of Trustee ("Board") approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

   b. Material Fee. This class (check one) ☑ does not have a material fee ☐ does have a material fee in the amount of Zero ($0.00) per student. District shall collect the material fee from the student and, upon receiving receipts or other documentation from Contractor satisfactory to the District, District shall reimburse Contractor such material fees in an amount not to exceed the amount of material fees actually collected.

4. Fingerprinting. Prior to the start date, and during the entire term of this Agreement, Contractor, including all Contractor employees and subcontractors, if applicable, performing services pursuant to the “Scope of Services” paragraph above, shall fully comply with the provisions of the Education Code Section 45125.1 by obtaining a background fingerprint clearance, at Contractor’s expense, and providing documentation of such compliance to the District.
5. **Materials and Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District.

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

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

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

9. **Copyright/Trademark/Patent.**

   a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

12. **Insurance.** Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers' Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District shall be given thirty (30) day's notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.

13. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

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

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

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

17. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) provisions set forth in this Agreement, (2) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

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

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

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

**To the District:**

Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Attn: Samantha Weber  
Email: samantha.weber@canyons.edu  
Tel: 661-362-3114

**To the Contractor:**

Boston Reed College  
2799 Napa Valley Corporate Dr  
Napa, CA 94558  
Attn: Dana Bernard  
Email: danab@bostonreed.com  
Tel: 707-307-5018
21. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

24. **Certification Regarding Debarment, Suspension or Other Ineligibility** (applicable to all agreements funded in part or whole with federal funds).

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

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

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

      (2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;

      (3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.(2) above, of this certification;

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

      (5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and

      (6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, parties hereby agree.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: ____________________________

Signature of Authorized Representative

Print Name: MITJL CAPET

Print Title: ASS'T SUPERINTENDENT/VP, INSTRUCTION

Date: ____________________________

Board Meeting-Date of Approval/Ratification

CONTRACTOR

BY: ____________________________

Signature of Authorized Representative

Print Name

Print Title

Date

Social Security #

Or Federal Tax ID #
BACKGROUND / ANALYSIS:

College of the Canyons has offered educational training courses affiliated with the Los Angeles County Sheriff’s Department (Agency) for many years. The current five-year contract will expire on June 30, 2010. 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 Sheriff’s Department would like to extend the current instructional service agreement language. If approved by the Board of Trustees, the term of the agreement will be extended until December 31, 2010. Copies of the amendment are available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move to approve the extension of the Instructional Service Agreement Regarding Educational Courses between the Los Angeles County Sheriff’s Department and Santa Clarita Community College District.

Submitted by:                Approval for submission to Board of Trustees:
Dr. Mitjl Capet

Recommended by:

Dr. Mitjl Capet

Chancellor
AMENDMENT NO. 1

AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("District")
AND
LOS ANGELES COUNTY SHERIFF’S DEPARTMENT ("Agency")

THIS AMENDMENT to the Instructional Services Agreement signed by the District on October 5, 2005, ("Agreement"), is entered into by and between District and Agency on this 23 day of June 2010.

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 **December 31, 2010**.

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.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:

AUTHORIZED REPRESENTATIVE

PRINT NAME MITJL CAPET

Print Title ASST SUPERINTENDENT-VP-INSTRUCTION

Date

Board Meeting

Date of Approval

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

BY:

Authorized Representative

Print Name

Print Title

Date

Board Meeting

Date of Approval
BACKGROUND / ANALYSIS:
The law requires that community college districts approve a budget annually, on or before July 1st. The proposed 2010-2011 Tentative Budget is provided to the Board under separate cover.

Currently, the Governor and the Legislature are considering the State budget. Although the Governor statutorily must sign a State budget by June 30th, we do not anticipate an on time budget and will probably not know the actual impact on College of the Canyons until late Fall 2010. Therefore, the Tentative Budget will serve as spending authority until the Adopted Budget is presented.

The 2010-2011 Tentative Budget for College of the Canyons provides for a 6% reserve for contingency with proposed revenues and estimated beginning fund balance not exceeding proposed expenditures.

A presentation on the budget will be made, with an overview of the State budget as of May Revise, with any 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 2010-2011 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
BACKGROUND / ANALYSIS:
The District would like to enter into a contract for Environmental Services with Atkins Environmental H.E.L.P., Inc. (Santa Clarita, CA) payable at $1,425 per month for a total annual cost of $17,100. This service will provide assistance with compliance issues required by various governmental agencies, such as AQMD for air quality and State agencies overseeing hazardous materials and waste water compliance.

Services covered under this contract include, but are not limited to:
- The review of the District's operations;
- Investigation, coordination and completion of required agency requirements and documentation;
- Collection of required samples, analyses and proper signage for conformance to regulations;
- Permit applications and development of planning documents and procedures required by oversight agencies.

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

FISCAL IMPLICATIONS:
Funds for this contract in the amount of $17,100 will be included in the Fiscal Year 2010/11 Tentative Budget for Facilities Administration.

RECOMMENDATIONS:
Move approval of contract for Environmental Consulting with Atkins Environmental H.E.L.P., Inc. as noted above.

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

Recommended by:
Agreement for Consulting Services

Consultation Services – Scope of Services

The items marked below (if applicable) will constitute a scope of work requiring assistance from Atkins Environmental H.E.L.P., Inc. Assistance with (not responsibility for) compliance or documenting accepted exemptions is the level of effort for this Agreement for Consulting Services.

General Environmental, Health & Safety Compliance

1. Air Quality Compliance (if applicable)
   - Coordination of required recordkeeping
   - Variances
   - Toxic Hot Spots (reporting not HRA)
   - Rule Amendments
   - Title V (MRP & Minor Permit Modifications)
   - Inspections (if scheduled)
   - Notices of Violation (NOV)/Notices to Comply (NTC)
   - Annual Emissions Report (AER)

2. Worker Safety: Cal-OSHA and Federal OSHA (if applicable)
   - Process Safety Management
   - California Accidental Release Program (CARARP)
   - Risk Management Program
   - SB 198 Compliance (IIPP Development)
   - Hazard Communication (HazCom) Standard Compliance
   - Attend/Coordinate (Facilitate) Required Safety Meetings
   - OSHA Citations & Appeals
   - Establish/Maintain the following Programs:
     - Lockout/Tagout
     - Powered Industrial Trucks (Forklifts)
     - Emergency Action/Evacuation/Alarms
     - Hearing Conservation
     - Respiratory Protection
     - Bloodborne Pathogens
     - Hazard Communication (HazCom)
     - Fire Prevention
     - Injury and Illness Prevention
     - Sexual Harassment
     - Waste Management
     - Hazardous Waste Ops & Emergency Response (HAZWOPER)
   - Training on:
     - Lockout/Tagout
     - Powered Industrial Trucks (Forklifts)
     - Emergency Action/Evacuation/Alarms
     - Hearing Conservation
     - Respiratory Protection
     - Bloodborne Pathogens
     - Hazard Communication (HazCom)
     - Fire Prevention
     - Injury and Illness Prevention
     - Sexual Harassment
     - Waste Management
     - Hazardous Waste Ops & Emergency Response (HAZWOPER)

   - Compliance with Storage Requirements
   - Proper Signage and Labeling
   - HAZMAT Inventory/Business Plan Development/Maintenance
   - Material Safety Data Sheet (MSDS) Management

4. Waste Water Compliance (if applicable)
   - Industrial Wastewater Permit Management
   - Wastewater Monitoring/Sampling/Analysis (excluding lab fees)
   - Operating Condition Compliance
   - Baseline Monitoring Report (BMR)/Self Monitoring Reports (SMR) (excluding lab fees)
   - Notices of Violations (NOV)

5. Other Agencies/Environmental Health (if applicable)
   - Waste Management/Minimization
   - Coordination of Required Recordkeeping
   - Hazardous Waste Contingency Plan Development
   - Compliance with Storage/Handling Requirements
   - Proper Facility Signage and Labeling
   - Form R – Toxic Release Inventory Reporting
   - NPDES-NOI, SWPPP, SWMP (Stormwater Compliance)
   - SPCC Plans (Oil Spill Prevention, Control & Countermeasure)
   - Conduct Regulatory Compliance Inspections (Internal Audit)
     - Annually
     - Semi-Annually
     - Quarterly

Construction Industry Compliance

☐ Not Applicable

1. General Compliance (OSHA - 29 CFR 1926)
   - General Safety and Health Provisions (Subpart C)
   - Occupational Health & Environmental Controls (Subpart D)
   - Personal Protective and Life Saving Equipment (Subpart E)
   - Fire Protection and Prevention (Subpart F)
   - Signs, Signals and Barricades (Subpart G)
   - Materials Handling, Storage, Use and Disposal (Subpart H)
   - Tools – Hand and Power & Machine Guarding (Subpart I)
   - Welding and Cutting (Subpart J)
   - Electrical Safety (Subpart K)
   - Scaffolding (Subpart L)
   - Floors and Wall Openings (Subpart M)
   - Cranes, Derricks, Hoists, Elevators & Conveyors (Subpart N)
   - Motor Vehicles, Mechanical Equipment and Marine Operations (Subpart O)
   - Excavations (Subpart P)
   - Concrete and Masonry Construction (Subpart Q)
   - Steel Erection (Subpart R)
   - Underground Construction, Caissons, Cofferdams and Compressed Air (Subpart S)
   - Demolition (Subpart T)
   - Blasting and Use of Explosives (Subpart U)

2. Miscellaneous
   - Health Hazards in Construction
   - Asbestos Hazards in Construction/Building Inspections
   - Confined Space
   - Ladders & Stairways
   - Storm Water Compliance
   - Lead-Based Paint Survey

Terms & Cost:

1. Term of this Agreement for Consulting Services is for one-year period:
   - From July 1, 2010 To: June 30, 2011

2. At the end of this period, this Agreement for Consulting Services will continue in full effect as outlined in the Agreement on a month-to-month basis.

3. Either party may terminate the agreement with 30 days notice.

4. AEH shall provide Client with Environmental, Health and Safety related compliance management/consulting services for a maximum of fifteen (15) hours per month, for a fixed fee of $1,425.00 (billed monthly on the 1st of each month).

5. The scope of services will be mutually determined but specifically includes consultation services for the items indicated on page 1 of this Agreement for Consulting Services (Consultation Services) on an as needed basis.

6. Client will be responsible for any sampling and/or analytical fees.

7. Work outside this scope will be charged on a time and materials basis at the standard rate of $250.00 per hour, but only after written client approval, and/or reconsideration of the structure of this agreement to accommodate such work.

Accepted and Agreed:

[Signature]
Date: 06/23/10
1.0 Services to be Provided

Atkins Environmental H.E.L.P., Inc. (AEH) through and by its officers, employees and subcontractors, (hereinafter AEH) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in this proposal. No third party beneficiaries are intended by this agreement.

2.0 Payment Terms

Client agrees to pay AEH’s invoice upon receipt. If payment is not received within 30 days from the Client’s receipt of AEH’s invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including, reasonable attorney’s fees and expenses if collected through an attorney. No deduction shall be made for AEH’s invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, AEH may suspend services until paid on any project where payment of invoiced amounts not reasonable in dispute is not received by AEH within 60 days of Client’s receipt of AEH’s invoice. Client receipt of invoice will be presumed three days after mailing by AEH first class, with adequate postage attached. Time is of the essence of this provision.

3.0 Termination

Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed service, Client agrees to pay AEH for all reasonable charges incurred to date and associated with termination of the work.

4.0 Standard of Care

AEH will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of AEH’s profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

5.0 Insurance

AEH maintains adequate insurance coverage

6.0 Professional Liability

FOR ADDITIONAL CONSIDERATION FROM AEH OF $10.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES AEH’S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLAIM OR ANY THIRD PARTY DUE TO ANY NEGLIGENCE IN PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY AEH WILL BE LIMITED TO AN AGGREGATE OF $5,000 OR AEH TOTAL CHARGES, WHICHERSOEVER IS GREATER. IF CLIENT PREFERENCES TO HAVE HIGHER LIMITS OF PROFESSIONAL LIABILITY, AEH AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF $1,000,000 UPTO CLIENT’S WRITTEN REQUEST AT THE TIME OF ACCEPTING OUR PROPOSAL. PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF TEN PERCENT OF AEH TOTAL CHARGES, OR $5,000, WHICHERSOEVER IS GREATER. THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY AEH AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.0 Site Operations

Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

AEH’s field personnel are trained to initiate field-testing, drilling and/or sampling within a reasonable distance of each designated location. AEH’s field personnel will avoid hazards or utilities, which are visible to them at the site. If AEH is advised in writing of the presence of potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. AEH is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of AEH’s negligence. Otherwise, Client agrees for the additional consideration of $1.00, to indemnify AEH, its directors, officers, employees, agents and subcontractors, from any such claims, suits or losses, including related reasonable attorney’s fees.

AEH will take reasonable precautions to minimize damage to the property caused by our operations. Unless otherwise stated in AEH’s proposal, our charges do not include cost of restoration due to any related damage, which may result. If Client requests AEH to repair such damage, we will do so at an appropriate additional cost.

Field tests or boring locations described in AEH’s report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

8.0 Field Representative

The presence AEH’s or its subcontractor’s field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by AEH be involved in the project, Client will advise such contractor(s) that AEH’s services do not include supervision or direction of the means, methods, or actual work of the contractor(s), nor employees or agents. AEH will also inform contractor that the presence of AEH’s field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of AEH) is involved in the project, Client agrees, in accordance with generally accepted contract practices, that the contractor will be solely and completely responsible for working conditions on the site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that AEH will not be responsible for job or site safety or security on the project, other than for AEH’s employees and subcontractors, and that AEH does not have the duty or right to stop the work of the contractor.

9.0 Unforeseen Conditions or Occurrences

It is possible unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing AEH’s services. If this occurs, AEH will promptly notify and consult with Client, but will act based on AEH’s sole judgment where risk to AEH personnel is involved. Possible actions could include:

a. Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in AEH’s judgement;

b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;

c. Terminate the services effective on the date specified by AEH in writing.

10.0 Sample Disposal

Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission of AEH’s report.
ATKINS ENVIRONMENTAL H.E.L.P., INC.

AGREEMENT FOR CONSULTING SERVICES

Terms and Conditions

a. NON-HAZARDOUS SAMPLES. At Client's written request, AEH will retain preservative test specimens or the residue therefore for 30 days after submission of our report free of storage charges. After the initial 30 days and upon Client's written request, AEH will use its best efforts to retain test specimens or samples but only for a mutually acceptable storage charge and period of time. Client agrees that AEH not responsible or liable for any loss of test specimens or samples retained in storage.

b. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by AEH and per Client's stated preference, AEH will: 1) return such samples to Client for proper disposal; 2) using a manifest signed by Client as generator and at additional cost, have such samples transported to a location selected by Client for proper final disposal; or 3) at an additional charge per sample, dispose of such samples at a properly licensed disposal facility. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that AEH is acting as a bailee and at no time assumes title to said materials.

11.0 Waste Disposal

If Client requests AEH to containerize drilling wastes and/or fluids produced by AEH's activity ("Wastes"), AEH will provide a temporary storage location at or near the project site to prevent tampering with such containerized wastes. Non-hazardous Wastes will be disposed of by AEH for an additional charge at an appropriately licensed facility. Any hazardous Wastes will be disposed of under manifest executed by AEH at any properly licensed facility selected by Client with AEH's assistance. AEH will take title to such hazardous Wastes.

12.0 Client Disclosure

Client agrees to advise AEH upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or AEH's equipment. Client agrees to provide AEH continuing related information, as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, AEH does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies at the site that may present a potential danger to public health, safety or the environment. AEH does not advise of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information which may be necessary to prevent damage to human health, safety, or the environment.

13.0 Environmental Indemnity

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, for separate and valuable consideration of $1.00, Client agrees to defend, hold harmless and indemnify AEH from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by AEH's negligence or willful misconduct, resulting from:

a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;

c. Toxic or hazardous substances or constituents introduced by the site by Client or third persons before, during or after the completion of AEH's services;

d. Allegations that AEH is a handler, generator, operator, Treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the AEH's services; or

e. Any third party suit or claim for damages against AEH alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of AEH's services under this Agreement.

14.0 Equipment Contamination

AEH will endeavor to clean our laboratory and field equipment, which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment at the Client's expense. AEH will not be liable to the Client for costs associated with the disposal of such samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

15.0 Documents

AEH will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

All documents generated by AEH under this Agreement shall remain the sole property of AEH. Any unauthorized use or distribution of AEH's work shall be at Client's sole risk and liability without liability to AEH. AEH may retain a confidential file copy of its work product and related documents.

a. If Client desires to release, or for AEH to provide, report(s) to a third party not disclosed above for that party's reliance, AEH will agree to such release provided AEH receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees that AEH's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges such request for release creates a potential conflict of interest for AEH and by this request Client waives any such claim if AEH complies with the request.

b. Client agrees all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees documents produced by AEH pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without AEH's prior written approval.

c. Client shall furnish documents or information reasonably within Client's control and deemed necessary by AEH for proper performance of their services. AEH may rely upon Client-provided documents in performing the services required under this Agreement; however, AEH assumes no responsibility or liability for their accuracy. Client provided documents will remain the property of Client, but AEH may retain one confidential file copy as needed to support the findings within the AEH report.

d. Upon Client's request, AEH's work product may be provided on magnetic media. By such request, Client agrees to receive a written copy of AEH's work product. AEH makes no warranty or representation to Client whether the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors on such media brought to AEH's attention by Client. Any modifications of such magnetic copy by Client shall be Client's risk and without liability to AEH. Such magnetic copy is subject to all conditions of this Agreement.

16.0 Claims

The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
Atkins Environmental H.E.L.P., Inc.
AGREEMENT FOR CONSULTING SERVICES

Terms and Conditions

17.0 Opinions of Cost

If requested, AEH will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, AEH's designs or AEH's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with AEH. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond AEH's control.

18.0 Testimony

Should AEH or any AEH employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and AEH is not a party in the dispute, then AEH shall be compensated by Client for the associated reasonable expenses and labor for AEH's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides AEH such compensation, Client will receive a credit or refund on any related double payments to AEH.

19.0 Confidentiality

AEH will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

20.0 Confidentiality

AEH will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

21.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of California.

22.0 Priority Over Form Agreements/Purchase Orders

The Parties agree the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and such forms as may be issued by Client to AEH as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

23.0 Survival

All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and AEH shall survive the completion of the services and the termination of this Agreement.

24.0 Severability

In the event any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

25.0 Assignment

This Agreement may not be assigned by either party without the prior permission of the other.
BACKGROUND / ANALYSIS:
The Applied Technology Education Center is one of the first permanent buildings on the Canyon Country Campus which will provide hands-on learning and training in the construction and automotive trade programs with an emphasis on "green" technology. This project consists of one permanent, tilt-up concrete building and four standard modular classroom buildings, modular restrooms and associated site work.

The following bid packages were advertised May 15 and 22, 2010 and a job walk was held on June 2, 2010. The bid opening is scheduled for June 22, 2010 and the results will be announced at the June 23rd Board meeting.

- Bid Package #01, Earthwork, Site Grading
- Bid Package #02, Tilt-Up Building Piles
- Bid Package #03, Concrete
- Bid Package #13, Fire Sprinklers

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects.

RECOMMENDATIONS:
Move approval to award bids for the Applied Technology Education Center at the Canyon Country Campus to be announced at the June 23, 2010 Board meeting.
AGENDA
CATEGORY   PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Architectural Services for the

Final Project Proposal for Building Two at the Canyon

Country Campus

BACKGROUND / ANALYSIS:
The District would like to enter into a contract for preparation of the Final Project Proposal for Building Two at the Canyon Country Campus with Kruger Bensen Ziemer Architects, Inc. (Santa Barbara, CA). This building will be approximately 23,500 sq. ft. and will be located behind the First Permanent Building as indicated in the 2007-2012 Master Plan and will house Science Labs, Classrooms, Prep Labs and Office space. The cost of this contract for architectural services is $39,000.

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

FISCAL IMPLICATIONS:
This is a Measure M funded project and funds for this contract in the amount of $39,000 are included in the Fiscal Year 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of Architectural Services for the Final Project Proposal for Building Two at the Canyon Country Campus as noted above.

Submitted by:                Approval for submission to Board of Trustees:

James C. Schrage  
Vice President, Facilities Planning, Operations and Construction  
Dr. Dianne G. Van Hook  
Chancellor

Recommended by:
June 8, 2010

Mr. Jim Schrage
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA
91355

Project: FPP for Canyon Country Campus Building Two
Subject: Proposal and Agreement for Architectural Services

Dear Jim:

Kruger Bensen Ziemer Architects, Inc. is pleased to submit the following proposal for architectural services related to the proposed FPP for Building Two at Canyon Country Campus.

The scope of the project will be based upon the approved IPP. The project site will be located behind Building I, as indicated on the 2007-2012 Master Plan. The building area will be approximately 14,500 ASF. The spaces will consist of classrooms (type 110), teaching labs (type 210-215) and offices (type 310).

KBZ will provide a complete FPP per the California Community College Chancellor's requirements.

The basic fee for the FPP is $39,000.

Reproduction and shipping costs will be billed as reimbursable costs.

Please call me if you have any questions. Thank you for allowing us, to again, serve College of the Canyons.

Accepted by:

Thierry H. Cassan, AIA
KRUGER BENSEN ZIEMER,
ARCHITECTS, INC.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

KRUGER BENSEN ZIEMER ARCHITECTS, INC
30 WEST ARRELLAGA STREET • SANTA BARBARA, CALIFORNIA 93101 • TELEPHONE: 805/963.1726 • FAX: 805/963.32951
FULL AGENDA BOOK - PAGE 192
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Addendum #01 to the Executive Architect

Contract for the Library Expansion Construction Project

(PBWS Architects)

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The Library Expansion Construction Project is a 50% State/50% GO Bond-funded project that consists of the construction of a 51,435 sq. ft. expansion to the existing Library Building.

The District entered into a contract for executive architectural services with PBWS Architects (Pasadena, CA) at the February 6, 2008 Board Meeting. At this time Addendum #01 is needed for additional services – to specify approximately 30 Bid Alternates - in the amount of $3,500.

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

FISCAL IMPLICATIONS:
This is a 50/50 State/GO Bond-funded project and funds for this addendum in the amount of $3,500 are included in the Fiscal Year 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of Addendum #01 to the Executive Architect Contract for the Library Expansion Project as noted above.

Submitted by: James C. Schrage Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook

Vice President, Facilities Planning, Operations and Construction Chancellor

Recommended by:
ADDENDUM #01
TO AGREEMENT FOR ARCHITECTURAL SERVICES FOR
THE LIBRARY EXPANSION CONSTRUCTION PROJECT

The contract dated February 7, 2008 for Architectural Services for the Library Expansion Construction Project is hereby modified by Board action June 23, 2010 by and between the Santa Clarita Community College District, a California college district ("District") and PBWS Architects ("Architects").

The agreement is modified as follows:

Additional fee of $3,500

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

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

“ARCHITECT”
PBWS Architects

By: ____________________________ By: ___________________________
Dr. Dianne G. Van Hook
Chancellor
BACKGROUND / ANALYSIS:
The Library Expansion Construction Project is a 50% State/50% GO Bond-funded project that consists of the construction of a 51,435 sq. ft. expansion to the existing Library Building to house the TLC function, instructional labs, a community resource room, offices and expanded access to our electronic Library.

A Request for Proposal (RFP), prepared by Public Agency Law Group (Counsel), was issued for the Construction Management (CM) portion of this project. Four responses were received and after an extensive analytical comparison of the proposals by Counsel and an in-depth reference check process by District Staff, Staff is recommending the award of this contract to Klassen Corporation. Klassen has performed several projects in the past for the District and is currently on schedule to complete the Design/Build Mentry Expansion on time for a Fall semester, 2010 opening.

The District would like to enter into a contract with Klassen Construction Management (Bakersfield, CA) for construction management of this project in the amount of $1,120,000, which is a fixed fee for all services from Pre-Construction through Commissioning. Copies of the contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a 50% State State/50% GO Bond-funded project and funds for this contract in the amount of $1,120,000 are included in the Fiscal Year 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of contract for Construction Management of the Library Expansion Construction Project as noted above.

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

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

Recommended by:
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

MASTER AGREEMENT FOR PROJECT AND CONSTRUCTION
MANAGEMENT SERVICES

This Master Agreement for Project and Construction Management Services ("Agreement") is entered into this ___ day of April, 2010 by and between Santa Clarita Community College District, a California Community College District ("District") and Klassen Corporation, herein referred to as “the CM.”

WHEREAS, the District is engaged in the planning, development, design, bidding and construction of a work of improvement commonly described as the College of the Canyons Library Expansion ("the Project").

WHEREAS, in connection with the Project, the District has retained PBWS ("the Architect") to provide design professional services for the Project during the planning, development, design, bidding and construction of the Project.

WHEREAS, the CM submitted a proposal (the “CM Proposal”) dated March 16, 2010 to perform or provide the Basic Services described herein; by this reference, the CM Proposal is incorporated herein by this reference.

WHEREAS, the CM is a professional project and construction manager, duly qualified and capable of providing the Basic Services described herein in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and CM agree as follows:

AGREEMENT

1 BASIC SERVICES; GENERAL

1.1 General. CM shall provide Basic Services and authorized Additional Services for the Project, as more particularly enumerated in this Agreement.

1.2 Completion of Project Basic Services. All Basic Services and authorized Additional Services for the Project shall be performed and completed by employees of the CM. To the extent that the District has established a Project Budget and/or a Project Schedule for the Project, the Basic Services of the CM shall include confirmation that the Project Budget and the Project Schedule are sufficient and reasonable for the Project. If in the course of performing Basic Services for the Project, the CM determines that the Project Budget or Project Schedule established by the District are insufficient for the Project, the CM shall notify the District Representative of such determination, along with specific recommendations for measures to modify the Project or the Project Budget/Schedule. The CM's Basic Services shall include the implementation of measures to modify the Project, Project Budget or Project Schedule, as directed or authorized by the District.

1.3 Meetings and Conferences. The CM acknowledges that completing the design, bidding and/or construction of the Project and the CM's completion of Basic Services for the Project under this Agreement involves the input or collaboration of a number of parties, including without limitation, the District's personnel, District shared governance committees, end-users, academic and operational departments of the District, the District's Board of Trustees and the community at large. The CM agrees that although not specifically enumerated in this Agreement, the scope of the CM's Basic Services in connection with the Project shall be its attendance and participation in meetings and conferences with the various parties engaged in an element of the design, bidding or
construction of the Project as requested or directed by the District. The CM's Basic Services for the Project shall include the CM's taking, transcribing and/or distribution of minutes of such meetings, as directed or authorized by the District.

1.4 Relationship of CM to Other Project Participants. CM's services hereunder shall be provided in conjunction with contracts between the District and: (i) the Architect; (ii) the Contractor(s); (iii) the Project Inspector; (iv) Test/Inspection Service Providers; and (v) others providing services in connection with design, bidding and/or construction of the Project, including without limitation consultants for the Project who are retained by the District (collectively “Project Consultants”).

1.5 Project Inspector; Test/Inspection Services. If requested by the District, the Basic Services of the CM for the Project shall include the CM's assistance to the District in the selection and retention of the Project Inspector, Test/Inspection Service Providers and/or Project Consultants. Regardless of the extent of the CM's Basic Services for the Project relating to the selection or retention of the Project Inspector or Project Test/Inspection Service Providers, the Basic Services of the CM for the Project shall include the CM's coordination, scheduling, monitoring and general oversight of the services of the Project Inspector, Test/Inspection Service Providers and other Project Consultants. Unless otherwise set forth in this Agreement, the CM is not, however, responsible for the completeness or accuracy of the work product or services provided by the Project Inspector, Test/Inspection Service Providers or other Project Consultants.

1.6 CM Project and Construction Management Team. CM will establish a project and construction management team appropriately staffed to perform the Basic Services for the Project. CM's personnel and the specific roles, authority and responsibility of the CM's personnel are subject to the reasonable approval of the District; if any of the CM's District-approved personnel are removed from the Project, the District shall have the reasonable right of approval of the CM's replacement personnel. Prior to commencement of the Basic Services, the CM shall designate in writing a Project Manager who shall be reasonably satisfactory to the District and who shall have the overall responsibility for performance of CM's obligations hereunder and be authorized to act on behalf of the CM in discharge of CM's obligations in connection with the Project. The CM's Project Manager for the Project shall be, at all times while providing Basic Services for the Project, a contractor or architect licensed under California law or an engineer registered under California law. All of the Basic Services for the Project shall be performed by the CM's Project Manager or by other employees of the CM acting under the direction and control of the CM's Project Manager.

1.7 Regulatory Agencies. The Basic Services of the CM shall include coordination, management and scheduling of the services of the Architect and Project Consultants with the procedures or processes for review(s) of Project Design Documents or the issuance of approvals, permits and other authorizations from regulatory agencies relating to the design, bidding or construction of the Project. The foregoing shall include without limitation, and as applicable to the Project, the review, approvals, permits and other authorizations issued by the Division of State Architect (“DSA”), the California Community Colleges Chancellor’s Office, State of California Department of Finance and the State of California Public Works Board.

1.8 CM Standard of Care. CM shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law,
code, rule or regulation. CM’s services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of the design, bidding and construction of the Project. The CM shall be liable to the District for all losses, costs, expenses, damages or other liabilities arising out of the failure or refusal of the CM to complete the Basic Services for the Project in accordance with the foregoing.

1.9 Document Management and Controls. The CM is responsible for management and control of document generation, transmission and archiving for the Project, as more particularly set forth herein. As used herein, “documents” refer to all drafts, copies and originals of Drawings, Specifications, calculations, memos, reports, notes and other materials of a written, graphic or electronic nature which relate in any manner to the Project or the design, bidding or construction of the Project.

1.9.1 District Processes and Procedures. The CM’s generation, transmission and archival of documents relating to the Project shall conform to the processes and procedures established by the District, including modifications thereto implemented from time-to-time by the District.

1.9.2 Web-Based Management and Control of Documents. The District reserves the right to utilize an internet based document management and control system for Project records. If the District elects to implement such an internet based documents management system, the Contract Price hereunder shall not be subject to modification and all of the following shall apply. The District will provide the CM and its personnel with access to software and training materials for the District’s documents management and control systems without cost or charge to the CM. The CM is responsible, without adjustment of the Contract Price to provide or acquire computer hardware equipment and other equipment/services necessary for use of the District documents management and control software. The CM and its personnel shall use the District provided document management software solely and exclusively in connection with the discharge of the CM’s obligations relating to the Project and not for any other purpose or other project. The Basic Services of the CM includes training the CM’s personnel to use the District’s document management software and the use thereof in connection with management and control of the documents for the Project.

2 BASIC SERVICES; DESIGN PHASE

2.1 Design Phase Management.

2.1.1 General. The Basic Services of the CM during the Design Phases of the Project includes the CM’s scheduling, management and coordination of the services, work product, and other related activities and functions of the Architect, the Architect’s Design Consultants and the Project Consultants so that: (i) the progress of development and completion of the Design Documents for the Project conforms to the Project Schedule; (ii) the Design Documents incorporate and reflect District established requirements for the Project; and (iii) that the different services and work product of the various participants to the Project are clear, coordinated and consistent. The CM acknowledges that this Agreement does not set forth in detail all of the activities, actions and other services of the CM necessary to complete and discharge the responsibilities described above. The CM agrees that notwithstanding the absence of detailed descriptions of the activities, actions and other services of the CM, the CM's Basic Services hereunder includes all such activities, actions and services of the CM necessary or appropriate to complete the foregoing described obligations of the CM.
2.1.2 Selection and Retention of Architect for Project. If the District has not selected and retained an Architect for the Project, as requested or directed by the District, the CM shall assist the District in: (i) development documents, and implementation of, procedures and processes for issuance of requests for proposals/qualifications to potential architectural services firms and their proposed Design Consultants; (ii) review and evaluations of proposals submitted in response to such requests; (ii) participate with the District in interviews of potential architectural services firms for the Project; and (iv) recommendations to the District for the selection of an Architect for the Project. As requested by the District, the CM shall assist in the negotiations of terms and conditions as well as preparation of the contract between the District and the Architect for the Project.

2.1.3 Architect Billings. The Basic Services of the CM shall include the CM's review of billing statements submitted to the District by the Architect for fees and costs related to the Project. The CM’s review of such billings shall: (i) be completed in a timely manner so that the District can make payment of the undisputed determined to be due on each such billing within the time established by law or by the terms of the contract between the District and Architect; (ii) include verification of the amount properly due the Architect; and (iii) written recommendation to the District Representative of the amount properly due the Architect on each billing statement. If the CM determines that any portion of an Architect’s billing statement reflects fees, expenses or other charges are not due the Architect, the Basic Services of the CM includes the CM’s establishment of the basis for such determination and the CM’s participation in discussions and other communications with the Architect and/or the District to fully resolve any claim or dispute arising out of or related to any such determination.

2.2 Review of Design Documents; General. The CM, including the CM’s Project Manager and Field Superintendent for the Project shall review the Design Documents prepared by the Architect for the Project during the Design Documents Phase of the Project to: (i) obtain a complete understanding of the design intent and scope of the Project; (ii) verify that the Design Documents reflect conformity to the District's requirements for the Project, including without limitation, budget, schedule and occupancy requirements; and (iii) verify that the progress in completing Design Documents for the Project conforms to the Project Schedule. If the CM is unable to verify the matters described in (ii) or (iii) above, the CM shall notify the District Representative in writing of such inability and in such written notice, the CM shall set forth the basis for its inability to so verify along with recommendations for specific measures to conform the Design Documents to the District’s requirements and/or the Project Schedule. The CM shall implement such measures as directed or authorized by the District. The CM acknowledges that the obligations and responsibilities of the CM hereunder to review Design Documents prepared by the Architect: (i) do not set forth specific intervals of the Design Documents development at which the CM must conduct reviews of the Design Documents; and (ii) is on-going throughout the Architect’s development of Design Documents for the Project, until DSA has reviewed the Design Documents and issued a construction permit therefor.

2.3 DSA Reviews/Permitting.

2.3.1 General; Design Schedule. The CM shall develop schedules acceptable to the District Representative and the Architect relating to the completion of iterations of the Design Documents for the Project and the submittal of such iterations of the Design Documents to DSA for review and issuance of the construction
permit for the Project ("the Design Schedule"). The Design Schedule shall incorporate details of the Architect’s progression in development of the Design Documents for the Project, including without limitation, the dates for the Architect’s completion of major milestone activities, such as: (i) completion of programming; (ii) completion of Preliminary Plans; (iii) fifty percent (50%) completion of Working Drawings; (iv) one hundred percent (100%) completion of Working Drawings; (v) submittal of Working Drawings to DSA for review and issuance of construction permit; and (vi) DSA issuance of construction permit. During the course of the Architect’s development of Design Documents through the time of DSA issuance of the construction permit for the Project, the CM shall update the Design Schedule on a monthly basis, or more frequently as determined by the District based on the circumstances of the development of Design Documents. Not later than the fifth (5th) working day of each calendar month during the Architect’s preparation of Design Documents, the CM shall provide the District Representative with the then current monthly updated Design Schedule. A material obligation of the CM under this Agreement is the management and coordination of the services/work product production of the Architect so that Design Documents are completed in accordance with the Design Schedule for the Project. If any updated Design Schedule reflects progression of the development and completion of the Design Documents for the Project behind the initial Design Schedule, the CM shall identify the factors causing or contributing to such delay, identify measures to conform the progress of Design Documents development and completion to the initial Design Schedule. The CM shall implement such measures as directed or authorized by the District.

2.3.2 DSA Reviews. The CM shall review then current DSA rules, regulations and other regulatory materials to determine the extent of alternatives to the traditional development of completed Design Documents for a project followed by submittal to DSA for review and issuance of the Construction Permit, including without limitation, the "collaborative DSA review process" described at Education Code §81133.1. Prior to the Architect’s commencement of its preparation of Design Documents for the Project, the CM shall make recommendations to the District Representative for engaging in alternative means of DSA review of the Design Documents for the Project in order to expedite: (i) completion of the Project Design Documents; and (ii) DSA’s issuance of a construction permit for the Project. The CM shall implement such alternatives as directed or authorized by the District.

2.4 Value Engineering.

2.4.1 General. The CM’s review of Design Documents for the Project shall include value engineering and life-cycle cost analysis ("Value Engineer Review"). If, upon completing its Value Engineer Review of the Design Documents, the CM believes that Work of the Project depicted in the Design Documents, construction processes/procedures, specified materials/equipment or other aspects of the Design Documents can be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project, the CM shall identify the same in writing ("the Value Engineering Recommendations") for review and acceptance by the District.

2.4.2 Value Engineering Recommendations. The CM shall submit the Value Engineering Recommendations to the District Representative for review,
consideration and acceptance by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM’s Value-Engineering Recommendations. If the District accepts any of the CM’s Value Engineering Recommendations, the CM shall monitor and review the Design Documents modified by the Architect for confirmation that the District accepted Value Engineering Recommendations are incorporated into the Construction Documents to be issued on behalf of the District for bidding and construction of the Project. If the CM determines that the Architect has not incorporated into the Design Documents the Value Engineering Recommendations accepted by the District, the CM shall advise the District of measures to ensure that the Construction Documents incorporate the District accepted Value Engineering Recommendations. The CM shall implement such measures to obtain the Architect’s compliance as directed or authorized by the District.

2.4.3 CM Value Engineer Reviews. The CM shall conduct Value Engineer Reviews of the one hundred percent (100%) completed Preliminary Plans and the fifty percent (50%) completed Working Drawings.

2.5 Constructability Review.

2.5.1 General. The CM shall conduct Constructability Reviews of the Design Documents to ascertain whether the Project, as depicted in the Design Documents: (i) accurately and completely reflect the District’s use/occupancy and Project Budget objectives for the Project; and (ii) the Design Documents for the Project are free of errors, omissions, conflicts, or other deficiencies that are patently observable so that the Contractor(s) can construct the Project as depicted in the Design Documents without delays, disruptions or additional costs resulting from errors, omissions, conflicts or other deficiencies in the Design Documents (“Constructability Reviews”). The scope of the CM’s Constructability Reviews shall include: (i) confirmation that the various components of Design Documents prepared by the Architect and its Design Consultants have been coordinated and are consistent with each other so as to eliminate conflicts within or between components of the Design Documents; (ii) confirmation that there are no errors, omissions or other deficiencies in the Design Documents except for compliance with code requirements, structural calculations, specified dimensions, and the sufficiency of the Architect’s design of building systems including but not limited to roofing, building skin, mechanical, electrical, data, fire alarm and security to perform as intended. The CM’s Constructability Reviews do not supersede the responsibility of the Architect to provide correct and coordinated Design Documents for the Project, but such Constructability Reviews shall constitute representations of the CM to the District that the Design Documents subject to the CM’s Constructability Review reflect conformity to the District’s requirements for the Project and that the Design Documents are clear, coordinated, consistent without containing errors or omissions.

2.5.2 Constructability Comments. The CM shall submit written Constructability Review comments ("Constructability Comments") to the District Representative for review and consideration by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM’s Constructability Comments. If the District accepts any of the CM’s Constructability Comments, the CM shall monitor and review the Design Documents modified by the Architect for confirmation that the District accepted Constructability Comments are incorporated into the Design Documents issued on behalf of the District for bidding and construction by Contractors. If the CM determines that the Architect has not incorporated into the Design Documents the Constructability
Comments accepted by the District, the CM shall advise the District of measures to ensure that the Design Documents issued for bidding by Contractors incorporate the District accepted Constructability Comments. The CM shall implement such measures as directed or authorized by the District.

2.5.3 CM Constructability Reviews. The CM shall conduct Constructability Reviews of the one hundred percent (100%) completed Preliminary Plans and the fifty percent (50%) completed Working Drawings.

2.6 District Review of Value Engineering Recommendations and Constructability Review Comments. Upon receipt of the CM's Value Engineering Recommendations and the CM's Constructability Comments, the District shall promptly complete review of the same. Upon the District's completion of such reviews, the CM and the District Representative shall meet and confer, as necessary, to determine which of the CM's Value Engineering Recommendations and Constructability Comments are to be incorporated by the Architect into the Design Documents for the Project.

2.7 Construction Budget; Estimate of Construction Costs. The CM shall review the District's Construction Budget for the Project, review Estimates of Construction Costs prepared by others for the Project, and/or prepare Estimates of Construction Costs.

2.7.1 CM Review and Acceptance of Construction Budget. The Basic Services of the CM for the Project includes the CM's review of the District established Construction Budget for the Project prior to the CM's commencement of any other Basic Services for the Project. If, based upon such review, the CM accepts the Construction Budget, the CM's Project Manager shall notify the District Representative in writing of the CM's acceptance of the Construction Budget. If, based upon such review, the CM believes that the Construction Budget is insufficient to cover the costs to construct the Project or if the CM believes that the Construction Budget exceeds costs necessary to construct the Project, the CM's Project Manager shall notify the District Representative in writing of such determination, along with recommendations for adjustment of the Construction Budget or modification of requirements of the Project so that the costs to construct the Project conforms to the Construction Budget. The CM's recommendations for modifications of Project requirements in order to conform scope and requirements of the Project with the Project Budget shall be specific in nature, including without limitation and as applicable, specific portions of the Project and/or specific building systems, materials, equipment to be incorporated into the Project. In such event, the CM's Project Manager shall review the District's modifications of Project requirements and/or the District's adjustments of the Construction Budget; if acceptable, the CM's Project Manager shall notify the District Representative in writing of the CM's acceptance of the modified Project and/or Construction Budget. The process for the District's modification of the Project and/or the Construction Budget shall continue until the CM accepts the District's Construction Budget and the Project requirements. Upon the CM's acceptance of the Construction Budget and the Project requirements, the Basic Services of the CM and the CM's obligations hereunder include without limitation, completing construction of the Project in conformity to the Construction Budget and Project requirements.

2.7.2 CM Estimate. The CM shall prepare and submit to the District Representative the CM's Estimates of Construction Costs for the Project. Upon completion of the CM's Value Engineering and Constructability Reviews of the fifty percent (50%) completed Working Drawings, the CM shall prepare the Final Estimate of Construction Costs which shall reflect modifications to the Design Documents resulting from District accepted Value Engineering Recommendations and
District accepted Constructability Review Comments for the Project. The CM’s Final Estimate of Construction Costs shall be prepared and submitted to the District Representative in accordance with the time-frames set forth in the Project Schedule. All of the CM’s Estimates of Construction Costs shall: (i) be in the format with such detailed breakdown of estimated costs for construction of the Project as directed by the District Representative; (ii) be organized by the standard specifications sections established by the Construction Specifications Institute; and (iii) be based upon the then current market conditions for labor, materials and equipment in the locality of the Project necessary to complete construction of the Project in accordance with the Design Documents. If the CM’s Final Estimate of Construction Costs for the Project exceeds the Construction Budget established by the District for the Project by five percent (5%) or greater, the CM shall make recommendations to the District, for measures to reduce the Estimate of Construction Costs to conform with the Construction Budget for the Project. If the CM’s Final Estimate of Construction Costs for the Project is less than the Construction Budget for the Project by five percent (5%) or more, the CM shall make recommendations to the District for items to incorporate into the Project to conform the CM’s Estimate of Construction Costs with the Construction Budget for the Project.

2.7.3 Verification of Others’ Estimate(s) of Construction Costs. Whether or not the Basic Services of the CM for the Project includes the CM’s preparation of Estimate(s) of Construction Costs, the Basic Services of the CM for the Project shall include the CM’s review of Estimate(s) of Construction Costs for the Project prepared by others. Such review shall include, without limitation, confirmation by the CM that the Estimate(s) of Construction Costs: (i) accurately and completely reflect the scope of work depicted in the then existing Design Documents for the Project; (ii) reflect the then current marketplace prices for labor, materials and other items or services necessary for completing construction of the Project in accordance with the then existing Design Documents for the Project; and (iii) conformity (within five percent (5%)) of the Construction Budget for the Project. If the CM determines that it cannot confirm any of the foregoing, the CM shall notify the District Representative in writing of such determination, along with recommendations for modification of the Design Documents for the Project so that the CM can confirm conformation of such requirements. The CM shall implement such recommendations as directed or authorized by the District.

3 BASIC SERVICES; BIDDING PHASE

3.1 Review and Assembly of Bid Documents. The CM shall review and recommend modifications to the District’s standard forms of bid and contract documents for the Project. The CM shall assist the District in assembly and issuance of bid and contract documents for the Project.

3.2 Authority to Bid. The CM shall review approvals theretofore obtained by or on behalf of the District relating to authority of the District to engage in bidding the Project for construction. The CM shall confirm to the District the authority of the District to engage in the bidding process for construction of the Project; if there are limitations to the District’s authority to bid the Project the CM shall advise the District of the same and assist the District in removing such limitations.

3.3 Advertisements. The CM shall assist the District in development and placement of advertisements and other notices required by applicable law for bidding and constructing the Project. The CM shall also make recommendations to the District
Representative for placement of notices and issuance of other communications for the purpose of publicizing the availability of the Project for bidding by Contractors. The CM shall assist the District in placing such notices and issuing communications for such purposes.

3.4 Multiple Trade Contractors. The CM acknowledges and agrees that: (i) the District shall have the sole discretion to construct the Project by Trade Contractors each under direct contract to the District for a specific defined portion of the Project; and (ii) if the District elects to take such an approach to Project construction, the CM’s Basic Services hereunder shall include the following.

3.4.1 Development of Bid Packages. Based upon its review of the Design Documents (including any District accepted Value Engineer Recommendations and/or Constructability Review Comments) and in consultation with the District Representative and the Architect, the CM shall develop Bid Packages suitable for bidding by Trade Contractors. The Bid Packages developed by the CM shall be submitted to the District Representative for review and acceptance. The CM shall modify the Bid Packages as necessary to obtain the District Representative’s acceptance of the entirety of the Bid Packages. The CM shall be responsible for incorporating and identifying all work, labor, materials and services required under each Bid Package so that the Project, as constructed by the Trade Contractors, is as depicted in the Design Documents. The Bid Packages prepared by the CM and submitted to the District Representative for review and acceptance are deemed a representation from the CM to the District that the entire scope of the Project, as reflected in the Design Documents approved by DSA, is reflected in and incorporated into the Bid Packages prepared by the CM. The CM shall be liable to the District for the costs and cost impacts to furnish, install or other provide any portion of the Project reflected in the DSA approved Design Documents but not incorporated into the scope of work of the Bid Packages developed by the CM.

3.4.2 Bid-Time Schedule. Based upon Bid Packages accepted by the District Representative, the CM shall develop and submit to the District Representative for review and acceptance by the District a Bid-Time Schedule that reflects all of the Work of each Bid Package necessary to complete construction of the Project. The Bid-Time Schedule shall be prepared with the most recent edition of commercially available software designed specifically for the scheduling of construction projects which utilizes the critical path method of scheduling and which is acceptable to the District. The Bid-Time Schedule shall indicate the start/finish dates for the principal activities of each Bid Package necessary to complete construction of the Project. The principal activities of each Bid Package incorporated by the CM into the Bid-Time Schedule shall include without limitation, an identification of all Special Tests/Inspections required by the Construction Contract or by applicable law, code, regulation or rule for each Bid Package and the date(s) for conducting and completing each identified Special Test/Inspection. The CM shall sequence, schedule and coordinate each Bid Package in the Bid-Time Schedule in a logical, reasonable and orderly manner so that construction of the Project is completed for the Construction Budget and in conformity to the Project Schedule. The CM’s Bid-Time Schedule shall reflect the most efficient, least time consuming and most financially economical schedule for completing Project construction. If the District’s requirements for the Project include completion of construction of the Project in phases, the District’s phasing requirements shall be set forth in the Bid-Time Schedule. The CM acknowledges that the Bid-Time Schedule prepared by the CM will be included in the Bid Documents for each Bid
Package and that Trade Contractors bidding on a Bid Package will be rely upon the reasonableness, completeness and accuracy of the Bid-Time Schedule prepared by the CM in developing their respective Bid Proposals.

3.5 Contractor Pre-Qualification. The CM shall make recommendations to the District relative to pre-qualification of potential bidders for construction of the Project. If the District elects to engage in the pre-qualification process for the Project, the CM shall assist the District in: (i) development of pre-qualification criteria and the pre-qualification application; (ii) development and placement of an advertisement in accordance with applicable law of the availability of pre-qualification applications; (iii) develop and implement a program to inform potential bidders for the Project of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; (iv) review and evaluate responses to the pre-qualification application; and (v) recommendations to the District for selection of the Contractors deemed qualified to submit Bid Proposals for the Project. If the District elects to construct the Project by Trade Contractors, the CM’s recommendations relating to Pre-Qualification of Contractors shall include separate specific recommendations for the Pre-Qualification relating to each Bid Package.

3.6 Dissemination of Bid Documents to Contractors. The CM shall establish a system for dissemination of Bid Documents to Contractors and for maintaining records of the identities/addresses/telephone-fax numbers/email addresses of the Contractors who have obtained Bid Documents for the Project. All such records shall be available to the District for review, inspection and/or reproduction upon request of the District.

3.7 Contractors’ Campaign. The CM shall, by all appropriate means of communication, advise Contractors of the availability of the Project for bidding. The CM shall maintain records of contacts made and communications transmitted to/received from potential bidders for the Project. All such records shall be available for review and/or reproduction by the District upon request.

3.8 Pre-Bid Conference(s). The CM shall conduct pre-bid conferences, including without limitation all mandatory and non-mandatory job walk(s). The pre-bid conference shall include without limitation: (i) description of the Project; (ii) description of the process for bidding and award of the Contract(s) for construction of the Project; and (iii) requirements relating to bonds, insurance coverages and similar administrative requirements. The job walk shall provide bidders with an overview of the Site of the Project and an understanding of the physical limitations and constraints affecting the Work of the Project or portions thereof. The CM shall record and transcribe minutes of the pre-bid conferences and job walk(s). Minutes maintained by the CM shall be issued to all bidders who have theretofore obtained the Bid Documents, the District, the Architect and other parties as directed by the District Representative.

3.9 Opening/Reading of Bid Proposals. The CM shall assist the District in the public opening and reading of Bid Proposals for the Project. Upon completing the public opening and reading of Bid Proposals, the CM shall summarize the results of bidding; the summary shall include identities of the Bidders, the amount proposed by each Bidder, including amounts proposed for Alternate Bid Items, if any included in the bidding and the identification of the apparent low bidder(s).

3.10 Review of Bid Proposals; Recommendations for Award of Construction Contract. The CM shall review submitted Bid Proposals to determine: (i) whether the bidder submitting the Bid Proposal is a responsible bidder; and (ii) whether the Bid Proposal is
responsive to material bidding requirements. CM shall make recommendations to the
District regarding: (i) rejection of a Bid Proposal based upon the “non-responsibility” of
the bidder; (ii) rejection of a Bid Proposal for non-responsiveness to material bidding
requirements; (iii) rejection of a Bid Proposal for any other reason; (iv) rejection of all
Bid Proposals; and (v) award of Construction Contract for the Project. To the extent
that the bidding for the Project includes Alternate Bid Items, the CM shall make
recommendations for the Alternate Bid Items, if any, to be included in the scope of the
Construction Contract awarded by the District for the Project. The CM shall make
recommendations to the District Representative for award of the Construction Contract
for the Project. As requested by the District, the CM shall assist the District in
preparing the Construction Contract for execution and other related administrative
tasks in connection with the Construction Contract awarded by the District for the
Project.

4 BASIC SERVICES; CONSTRUCTION PHASE

4.1 Administration and Coordination of Construction Contract and Construction. CM will
provide administrative, management and related services necessary to administer the
Construction Contract for the Project, including, without limitation: (i) receive, review
and forward to the District and the Architect the Contractor(s)’ Certificates of Insurance
and Bonds along with commentary as to the extent to which the same comply with
requirements of the Construction Contract; (ii) advice and recommendations to the
District for issuance of Notice(s) to Proceed directing commencement of construction of
the Project or portions thereof, including issuance of the Notice(s) to Proceed on behalf
of the District; (iii) scheduling, coordinating and conducting pre-construction and
construction meetings; recording, maintaining and distributing minutes thereof; (iv) in
consultation with the Architect, develop and implement procedures for the submittal
and processing of Submittals; (v) in consultation with the District and the Architect,
develop and implement procedures for the handling and disposition of the Contractor’s
requests for information or clarifications; (vi) establish and implement procedures for
the transmittal and receipt of communications, drawings and other information between
CM, Architect and the Contractor relating to construction of the Project; (vii) assist the
District in selection and retention of Test/Inspection Service Providers and the Project
Inspector; (viii) review the Contractor’s Construction Schedules and implement
provisions of the Construction Contract relating to the Contractor’s obligations for
development, maintenance, updating and compliance with the Construction Schedule
for the Project; and (ix) establish Site staging, lay down and storage areas. The CM’s
Basic Services relating to Project communications shall utilize forms, processes and
other measures implemented by the District in connection with construction of the
Project, including without limitation, an internet-based document control management
system; if implemented for the Project by the District. Unless otherwise expressly
provided herein, the CM shall distribute monthly to the Architect, Project Inspector and
District Representative Change Order Logs, RFI Logs, other reports and similar
materials. The foregoing notwithstanding, if the circumstances of the Project require or
as directed by the District, the CM shall: (i) distribute such materials more frequently
than monthly; and (ii) distribute other such similar materials with such frequency as
directed by the District.

4.2 Construction Phase Meetings and Conferences. The CM shall conduct meetings and
conferences during the Construction Phase of the Project.

4.2.1 Pre-Construction Conference. The CM shall conduct a Pre-Construction
Conference after award of the Contract for the Project and prior to
commencement of construction activities at the Site to address matters relating to:
(i) scope and other requirements of the Project; (ii) the schedule for
completion of the Project; (iii) administrative matters, including the submission and processing of payment requests, requests for information, Submittals and other similar matters; (iv) prevailing wage rates, Certified Payroll Records and other matters relating to the employment of labor; (v) test and inspection requirements; and (vi) other matters relating to the Project.

4.2.2 Regular Construction Conferences. During the course of construction of the Project, the CM shall conduct Regular Construction Conferences on a weekly basis. The Regular Construction Conferences shall address at least the following: (i) Project Progress Schedule reviews, updates and look-aheads; (ii) outstanding and open matters from prior Regular Construction Conferences; (iii) coordination of installation activities; and (iv) other matters relating to the Project, including without limitation, matters relating to the progress of Project construction, workmanship, scope and coordination of Project construction activities.

4.2.3 Special Construction Conferences. As required by the circumstances of construction of the Project or as directed by the District, the CM shall call and conduct Special Construction Conferences to address matters not subject to the agenda or subject matter of Regular Construction Conferences.

4.2.4 Minutes of Conferences. The CM shall maintain and issue minutes of Construction Phase Meetings and Conferences to the Contractor, the District, the Architect, the Project Inspector and others as directed or authorized by the District. The CM shall, within five (5) days after the completion of a Regular or Special Construction Conference, issue minutes of such meeting or conference. Minutes prepared by the CM shall accurately and completely reflect the discussions and conclusions reached on each separate agenda item considered during the course of a meeting or conference. If there are objections or corrections requested to any minutes of a meeting or conference issued by the CM, the CM shall review such objections or correction requests and address the same at the next Regular Construction Conference.

4.3 Monitoring of Construction Costs; Cost Reports. CM will monitor on-going Construction Costs and advise the District of the financial condition of the Project by: (i) development of Project cash flow reports, forecasts and other financial reports for the Project, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed activities of the Project; (ii) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (iii) monitoring and advising the District of costs pertaining to potential, pending and completed Changes; and (iv) advising and making recommendations to the District for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports of each Project to the District Representative on a monthly basis; provided that if the District Representative reasonably determines that more frequent cost reports for the Project are required, the CM shall comply with the directive(s) of the District Representative. The information compiled by the CM and reports generated by the CM relating to Construction Costs of the Project shall be in such detail, format and in accordance with processes/procedures required by the District. In addition, the extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original Contract Price of the Construction Contract, the extent of adjustment of the Contract Price by Change Orders approved by the District and the extent of potential further adjustment of the
4.4 Applications for Progress Payments. CM will participate in the review and disbursement of Progress Payments to the Contractor and in consultation with the District, Project Inspector and the Architect, make recommendations for the disbursement of Progress Payments to the Contractor as follows: (i) participate with the District, Architect and Project Inspector in the review, evaluation and acceptance of the Contractor’s Schedule of Values breaking down the compensation due the Contractor under the terms of the Construction Contract, the foregoing includes all necessary discussions and conferences with the District, Architect, Project Inspector and/or the Contractor to develop a Schedule of Values acceptable to the District in its entirety; (ii) assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (iii) based upon CM’s observations and evaluations of each Application for Progress Payment, CM will review and certify to the District the amount due on each such Application for Progress Payment; CM’s certifications constitute a representation to the District that, based on CM’s observations at the Site, the data in each Application for Progress Payment, and to the best of CM’s knowledge, information and belief, the Work has progressed to the point indicated in the Application for Progress Payment and the quality of the Work is in generally in accordance with the Contract Documents; and (iv) CM’s representations relative to Applications for Progress Payment are subject to an evaluation of the Work for conformity with the requirements for Substantial Completion, results of subsequent tests, inspections and other procedures, minor deviations from requirements correctable prior to completion and any specific qualifications expressed by CM in its certification. CM’s issuance of a Certificate pursuant to the preceding shall be a representation to the District that the Contractor is entitled to payment in the amount so certified. The CM’s review of Applications for Progress Payment shall be undertaken and completed in a timely manner so that the District can meet its obligations to make Progress Payments due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities. If the CM fails to timely complete its review of any of the Contractor’s Applications for Payment and the failure to timely complete such review results in the District incurring interest liability or other penalties/liabilities, the CM shall be liable to the District for all such interest liability or other penalties/liabilities. The District may withhold such amount from the Contract Price then or thereafter due the CM. The CM’s liability pursuant to the foregoing shall be in addition to, and not in lieu of, all other liabilities of the CM to the District arising out of the CM’s failure to timely complete review of a Contractor’s Application for Progress Payment.

4.5 Completion: Punchlist.

4.5.1 Substantial Completion. In consultation with the Architect, Project Inspector and the District, the CM will assist in ascertaining the achievement of Substantial Completion of the Project. If upon inspecting the Project, the CM determines that the Contractor has achieved Substantial Completion, the CM shall promptly thereafter prepare and issue to the District a certification from the CM indicating the CM’s determination that Substantial Completion has been achieved. If upon inspection of the Work of the Project, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect and Project Inspector in noting the conditions of the Project and the measures necessary to achieve Substantial Completion of the Project. Upon the Contractor achieving Substantial Completion of the Project, the CM will
participate with the District, Project Inspector and the Architect to inspect the Work completed to note Punchlist items to be completed as a condition to achieving Final Completion. The CM's Basic Services pursuant to the foregoing shall include, without limitation, the CM's scheduling and coordination of the Architect, Project Inspector and District Representative at the Project walk to determine achievement of Substantial Completion, compilation of lists of completion items and/or Punchlist items and distribution of completion/Punchlist items to the Contractor, Architect, Project Inspector, District Representative and others responsible for completing any portion of the completion/Punchlist items.

4.5.2 CM Monitoring of Punchlist Completion. The CM shall monitor the Contractor's performance and completion of Punchlist items noted upon Substantial Completion. If the Contractor fails or refuses to complete any Punchlist item or fails to do so in a timely manner, the CM shall notify the District Representative in writing of such failure or refusal along with the CM's specific recommendations for remedial actions to have the Punchlist items completed. The CM shall implement such measures as directed or authorized by the District.

4.5.3 Final Completion. Upon the Contractor's completion of the Punchlist items, the CM in consultation with the Architect and the Project Inspector shall inspect the Project to verify the Contractor's completion of Punchlist items. If upon such inspection, the CM determines that Punchlist items remain to be completed, the CM shall provide the District Representative with a written itemization of all such remaining Punchlist items, along with the necessary corrective/remedial measures to complete such Punchlist Items. The CM shall implement corrective/remedial measures as directed or authorized by the District and the CM shall monitor the Contractor’s performance until all Punchlist items are completed. Upon the Contractor’s completion of the Punchlist items the Contractor’s compliance with all requirements of the Construction Documents relating to the Contractor’s Close-Out activities, the CM shall issue a certificate to the District verifying that Final Completion has been achieved.

4.6 Request(s) for Information (“RFI”).

4.6.1 RFIs; RFI Logs. Based upon the processes and procedures established by the District for the submission, review and response to the Contractor(s)’ RFIs, the CM shall implement such processes and procedures during construction of the Project. In addition to such processes and procedures, the CM shall maintain a log of RFIs (“RFI Log”) which sets forth at least the following: (i) sequential numbering of RFIs; (ii) dates of: submission of each RFI, transmittal of the RFI to the Architect, the Architect's response to the RFI and the transmittal of the Architect's response to the Contractor; and (iii) actual or potential cost/time impact of each RFI and the response to each RFI. The CM's RFI Log shall include an assessment of the responsibility for any time or cost impacts arising out of a RFI or the response thereto. The CM shall distribute the then current RFI Log to the District Representative and others, as directed by the District Representative, on a monthly basis throughout construction of the Project.

4.6.2 CM Responsibilities. The CM’s Basic Services and responsibilities relating to RFIs and responses to RFI include without limitation: (i) management, coordination and completion of the distribution of RFIs and RFI responses to all appropriate parties in a timely manner so that cost/time impacts of a RFI or a RFI response are eliminated or mitigated; (ii) review RFIs initiated by the Contractor for merit and confirmation that the Contractor has not utilized the RFI process for any purpose other than the clarification of an ambiguity, coordination issue, error, omission or similar matter in the Construction
Documents; (iii) review RFI responses for timeliness of responses and reasonableness of the response to each RFI. In the course of discharging its responsibilities relating to the submittal, review and processing of RFIs, the CM shall determine whether any RFI or RFI response has a potential cost or time impact. If the CM determines that any RFI or RFI response has a potential cost or time impact, the CM shall: (i) notify the District Representative in writing of such determination; (ii) provide the District Representative with an assessment of the extent of impacts to time or costs as a result of a RFI or RFI response; (iii) provide the District Representative with specific written or graphical recommendations of measures to mitigate or eliminate the potential cost or time impact of a RFI or RFI response; and (iv) implement such measures as directed or authorized by the District Representative. If the CM determines, or should have determined in the discharge of its obligations hereunder, that a RFI or RFI response has a potential cost or time impact and the CM fails or refuses, for any reason to fully perform and discharge its obligations set forth herein, the CM shall be responsible for all cost and financial impacts of such an RFI or RFI response.

4.7 Submittals. Based upon the processes and procedures established by the District and the Construction Documents for the Project relating to the submission, review and evaluation of the Contractor(s)’ Submittals, the CM shall implement such processes and procedures during construction of the Project. In addition to such processes and procedures, the CM shall maintain a log of Submittals (“Submittal Log”) for the Project which set forth at least the following information: (i) sequential numbering or other means of tracking Submittals; (ii) the dates of: submission of a Submittal to the CM from a Contractor, the CM’s transmittal of each Submittal to the Architect, the Architect’s response to the Submittal and the CM’s transmittal of the Architect’s Submittal response to the Contractor; and (iii) brief summary of Architect’s Submittal response, including the requirement, if any, for revised or additional Submittals. The CM shall distribute the then current Submittal Log to the District Representative and others, as directed by the District Representative, on a monthly basis throughout construction of the Project.

4.8 Project Progress.
4.8.1 Contractor’s Schedules. 4.8.1.1 General Contractor Project Construction. If construction of the Project is by a Contractor, the CM shall review the Contractor’s Construction Schedules and updates thereof for: (i) verification of conformity to the requirements established in the Construction Contract for the Project; (ii) verification that all necessary activities to complete construction of the Project in accordance with the DSA reviewed Design Documents and the Construction Contract for the Project are reflected in the Contractor’s Schedules; (iii) verification that the duration for construction activities are reasonable; and (iv) if required by the terms of the Construction Contract for the Project, verification that the Contractor’s Construction Schedules incorporate requirements for manpower and other resources necessary for the Contractor’s construction of the Project. If the CM, upon review of the Contractor’s Construction Schedules is unable to verify any of the matters set forth above, the CM shall notify the District Representative in writing of such inability, along with recommendations for actions of the Contractor or modifications to the Contractor’s Construction Schedules so that the CM can verify such matters. The CM shall implement such measures as directed or authorized by the District.
4.8.1.2 Trade Contractors Construction of the Project. If the District has elected to construct the Project by multiple Trade Contractors, the CM’s Basic Services shall include the following.

4.8.1.2.1 Master Project Schedule. Based upon the Bid Time Schedule prepared by the CM pursuant to this Agreement and the Trade Contractors’ separate Construction Schedules prepared by Trade Contractors in accordance with the terms of their Trade Contracts, the CM shall develop a Master Project Schedule for District review and acceptance. The CM shall modify the Master Project Schedule as necessary to obtain the District Representative’s acceptance of the entirety thereof. The Master Project Schedule accepted by the District shall be distributed by the CM to Trade Contractors and other Project Participants. During the course of Project construction and based upon Trade Contractors’ updated Construction Schedules, CM shall monitor and update the Master Project Schedule on a monthly basis or more frequently as may be requested from time-to-time by the District so that the District is kept fully informed at all times of the status and overall construction progress of the Project construction and the status of each Trade Contractors’ construction progress. Where the actual rate of construction progress of the Project or a Bid Package is behind that indicated by the then current Master Project Schedule, CM shall advise and make recommendations to the District for remedial measures. The CM shall implement such measures as directed or authorized by the District.

4.8.1.2.2 Trade Contractors’ Schedules. CM shall review the Construction Schedules prepared by each Trade Contractor and updates thereof for: (i) verification of conformity to the requirements established in the Trade Contract for the Bid Package; (ii) verification that all necessary activities to complete construction of the Bid Package in accordance with the DSA reviewed Design Documents and the Trade Contract for the Bid Package are reflected in the Trade Contractor's Schedules; (iii) verification that the duration for construction activities are reasonable; and (iv) if required by the terms of the Trade Contract for a Bid Package, verification that the Trade Contractor’s Schedules incorporate requirements for manpower and other resources necessary for the Trade Contractor's construction of the Bid Package. If the CM, upon review of a Trade Contractor’s Schedule is unable to verify any of the matters set forth above, the CM shall notify the District Representative in writing of such inability, along with recommendations for actions of the Trade Contractor or modifications to the Trade Contractor's Schedules so that the CM can verify such matters. The CM shall implement such measures as directed or authorized by the District.

4.8.1.2.3 Coordination of Construction Activities. CM shall coordinate the activities of the Trade Contractors with each other and those of the CM, the Architect, Project Inspector, Test/Inspection Service Providers, Project Consultants and the District in conformity with the Master Project Schedule, including the coordination and sequencing of Trade Contractors’
construction activities so that Site space is appropriately allocated and progress in accordance with the then current Master Project Schedule is maintained. A material obligation of the CM under this Agreement is the scheduling, coordination and sequencing the activities of the Trade Contractors in a manner so that construction of the Project is completed in accordance with the Master Project Schedule and within the Construction Budget.

4.8.1.2.4 CM Responsibility for Construction Means, Methods and Sequences. Notwithstanding any provision of this Agreement to the contrary, if the District elects to construct the Project by multiple Trade Contractors, the CM shall be responsible for the construction means, methods and sequences of the Trade Contractors.

4.8.2 Progress Records.
4.8.2.1 CM Records. CM will maintain records of the progress of construction of Project construction, including written progress reports and photographs reflecting the status of construction and percentage completion of the Project. CM will maintain daily records during construction of the Project showing weather conditions, personnel of the Contractor and its Subcontractors at the Site, work accomplished, problems encountered and other matters materially affecting the Project, completion of the Project or Construction Costs to complete construction of the Project.

4.8.2.2 Project Participants’ Records. If required by applicable law, rule or regulation or by the terms of their respective contracts relating to the Project, the CM shall monitor the maintenance of records relating to Project construction by other Project Participants, including without limitation the Contractor and the Project Inspector. If, in the course of monitoring the maintenance of such Project records by Project Participants, the CM determines that a Project Participant who is required to maintain Project construction records has not maintained such records, the CM shall notify the District Representative in writing of such determination along with specific recommendations of measures for corrective or remedial action. The CM shall implement such measures as directed or authorized by the District.

4.8.3 Substantial Completion and Final Completion. Upon request of the Contractor, CM will, in conjunction with the District Representative, Project Inspector and the Architect determine that Substantial Completion and Final Completion have been achieved. Upon determining that Substantial Completion/Final Completion has been achieved, the CM shall issue to the District Certificates of Substantial Completion and Final Completion, as applicable.

4.9 Labor Compliance Program (“LCP”). If LCP requirements apply to the Project, Basic Services of the CM relating to implementation of the LCP for the Project shall include the following:

4.9.1 Review of LCP. Review the LCP approved by the Department of Industrial Relations to fully understand the requirements established by the LCP and by applicable law, code, regulation or rule relating to the LCP.

4.9.2 Pre-Construction Conference. Assist the District in conducting pre-construction conference(s) with the Contractor and Subcontractors to discuss and answer questions regarding federal and state labor law requirements and procedures applicable to the Project, including, but not limited to, record keeping, wage rate
determinations, apprenticeship requirements, required form filing(s) and other matters relating to compliance with requirements of the LCP.

4.10 Contractor Compliance with Labor Code Requirements. The CM shall review the Contractors’ Certified Payroll records to generally confirm that appropriate classifications of labor are utilized and that the prevailing wage rates established for such classifications of labor are indicated in the Certified Payroll records as having been paid. A material obligation of the CM in its review of Certified Payroll records is to take cognizance of actual or potential violations of requirements or limitations relating to: (i) prevailing wage rates; (ii) days and hours of work by laborers; and (iii) apprenticeship programs. If upon such review, the CM determines that actual or potential violations of the foregoing have occurred, the CM shall notify the District Representative in writing of such determination along with recommendations for further investigation and/or implementation of appropriate proceedings. The CM shall implement recommendations accepted by the District Representative, as directed or authorized by the District Representative.

4.11 Site Observations.

4.11.1 CM On-Site. During construction of the Project and at substantially all times during which there are construction activities at the Site, CM shall have its Project Manager, Field Superintendent or other authorized representative at the Site, to observe Site construction activities and to coordinate the activities of the Trade Contractors if construction of the Project is by Trade Contractors. CM shall maintain at the Site the Drawings, Specifications, approved Change Orders, Submittals, applicable codes, rules and regulations and other written, graphic or electronic materials relating to the Project.

4.11.2 Construction Quality. The CM shall guard the District against defects and deficiencies in construction and workmanship of the Project on the basis of its Site observations, and a quality control program established and implemented hereunder to monitor construction workmanship for conformity with: (i) accepted industry standards; (ii) applicable laws, codes, regulations, ordinances or rules; and (iii) the requirements of the Construction Documents.

4.11.3 Rejection of Work. Whenever in the ordinary course of discharging its services hereunder CM shall discover or observe patent conditions of defective or deficient construction or workmanship of the Project which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the District in writing. In other circumstances where defective or deficient Work is observed by CM, the District shall be notified in writing by the CM of such conditions and if directed by the District, the CM shall stop or reject such Work.

4.12 Site Safety.

4.12.1 District Safety Program. Prior to any performance of Work at the Site, the CM Shall review the District’s safety requirements for the Project and to address measures to be implemented by the CM to verify that the Contractor implements a safety programs during construction of the Project.

4.12.2 Contractor Safety Programs. CM shall review safety programs of the Contractor for conformity with requirements of the Construction Documents and applicable law; CM shall monitor the Contractors’ compliance with their respective safety programs and advise the District of measures, if any, necessary or appropriate to obtain the Contractors’ compliance. By
undertaking the obligations hereunder, CM shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by Contractor, but the CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with the Construction Documents and applicable law, rule or regulation and that the Contractor implements its safety program during construction of the Project.

4.12.3 **Safety Violations; Safety Conditions.** The CM shall promptly notify the District Representative in writing of all CM observed instances of a Contractor(s)’ failure to comply with applicable safety requirements or safety programs. In the event of a safety violation or other unsafe conditions on or about the Site of the Project which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice to the District or prior directive of the District, to take all actions deemed necessary and appropriate by the CM under the then existing circumstances to prevent such actual or potential adverse effect.

4.12.4 **Site Safety Safeguards.** The CM shall routinely conduct Site observations to ascertain that safety safeguards, including without limitation, signs, barriers, lights and other similar devices which provide warnings/barriers to hazards and hazardous conditions resulting from Project construction as required by: (i) the Construction Documents; (ii) applicable law, regulation or rule; or (iii) by the circumstances of Project construction. If in the course of such observations, the CM determines that the Contractor or the Trade Contractor with the responsibility for such safeguards has not implemented such safeguards, the CM shall notify the District Representative in writing of such determination and the CM shall, without prior authority or direction of the District Representative, enforce such responsibilities of the Contractor or applicable Trade Contractor, or otherwise cause necessary safeguards to be implemented.

4.13 **Changes and Claims.**

4.13.1 **Coordination of Changes.** CM will coordinate and disseminate correspondence, Drawings and other written materials by and between the Contractor(s), the District, Project Inspector, Test/Inspection Service Providers, Project Consultants and the Architect relating to Changes to the Work of the Project. CM will coordinate: (i) the Architect’s preparation of modifications to the Design Documents as necessary for the Contractor to implement a District authorized Change; (ii) DSA review and approval/acceptance of modified Design Documents relating to a Change; and (iii) the Contractor(s)’ performance of Changes authorized by the District. CM will maintain a log or other written records to monitor the pendency and disposition of Changes and Change Orders to keep the District advised of the status of the same and the actual or potential impact of any particular Change or Change Order or the cumulative effects thereof on Construction Costs or time for completing construction of the Project. If requested by the District, the Change Order Log shall include an evaluation of the underlying reason(s) for implementing a Change or Change Order. The CM shall distribute the then current Change Order Log to the District Representative and others, as directed by the District Representative, on a monthly basis throughout construction of the Project.

4.13.2 **Processing of Changes and Change Orders.** CM will assist the District and the Architect in evaluation of requests by Contractor(s) for issuance of Change Orders, assist in negotiations with Contractor(s) relative to Change Orders proposals and the adjustment of Contract Price or Contract Time under the Construction Contract for the Project. CM will make recommendations to the
District and the Architect for handling and disposition of the Contractor’s proposals relative to Change Orders. If a Change to a Construction Contract is approved or authorized by the District, CM will assist the District and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Construction Contract. The CM is not authorized, without the prior written consent and approval of the District, to effectuate or authorize any Change to the Work of the Project. The CM shall be liable to the District for all direct and consequential costs, losses or damages resulting from the CM’s direction or authorization to effectuate a Change to the Work of the Project with the prior direction and authorization of the District.

4.13.3 **Claims Handling.** CM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor; CM will make recommendations to the District as to merit, handling and disposition of Contractor(s)’ claims. Except in the event that the CM is alleged to have caused or contributed to the circumstances giving rise to a Contractor claim or other Contractor demand for compensation, services of the CM to prepare documentation or provide testimony in a mediation, arbitration or judicial proceeding arising out of such a claim or demand for compensation shall be deemed Additional Services. If the CM is alleged to have caused or contributed to a Contractor claim, the CM’s claims handling services, including without limitation, claims analysis, assistance in preparing briefs/graphic materials in connection with negotiations or dispute resolution proceedings relating to a Contractor claim and participation in negotiations or dispute resolution proceedings relating to a Contractor claim shall be deemed part of the CM’s Basic Services under this Agreement.

4.14 **District Furnished Materials/Equipment/Furnishings.** The CM shall assist the District in receiving, storing and protecting until installation, materials, equipment, furnishings and other similar items until incorporated into the Project. The foregoing shall include materials, equipment, furnishings and other items whether incorporated by the Contractor or others.

5 **BASIC SERVICES; POST-CONSTRUCTION PHASE**

5.1 **Building Systems; Equipment Start-Up/Commissioning.** The CM shall schedule and coordinate the start-up and testing of utility services systems, Project equipment and other building systems with the District Representative, District maintenance and operations staff, the Architect, the Architect’s Design Consultants, the Contractor and Subcontractors, as appropriate. In conjunction with the District Representative, the District’s maintenance staff and the Architect, the CM shall observe the check-out and start-up of utility services, building systems and equipment in readiness for occupancy and use. As directed or authorized by the District, the CM shall assist: (i) the start-up and testing of utility/building systems and equipment; (ii) assist in trouble-shooting performance failures/limitations; and (iii) assist in re-testing corrections/remedial work to utility/building systems or equipment.

5.2 **Review and Transmittal of Contractor Closeout Documents.** The CM shall receive from the Contractor(s)’ the closeout documents and items to be submitted by the Contractor(s) under the terms of the Construction Contract(s) upon completion of their obligations under the Construction Contract(s) (“Close-Out Submittals”). The CM shall review each Contractors’ Close-Out Submittals to determine conformity with requirements of each Construction Contract; if the CM determines that any Contractors’ Close-Out Submittals are not in conformity with requirements of the Construction Contract, the CM shall make recommendations to the District for
measures to secure compliance with the requirements of the Construction Contract. If complete and in accordance with the terms of the Construction Contract, the CM shall deliver to the District Representative all of the Contractors’ Close-Out Submittals, except for the Contractors’ as-built drawings which the CM shall transmit to the Architect for preparation of the Record Drawings. The CM shall monitor the Architect’s preparation and completion the Project Record Drawings.

5.3 CM Project Records. Within thirty (30) days of the date after Final Completion of the Project, the CM shall assemble and deliver to the District all of the records maintained by the CM during the Construction Phase of the Project.

5.4 Contractor’s Post-Construction Obligations. If a Contractor is obligated under the terms of the Construction Contract to provide work, labor, materials or services after completing construction of the Project, the CM shall monitor such Contractors’ post-construction activities for conformity with requirements of the Contract. The CM shall make recommendations, as necessary, for securing the Contractor’s compliance with post-construction obligations. The CM shall implement such recommendations as directed or authorized by the District Representative.

5.5 Project Reports. The CM shall monitor the filing of DSA reports and other filings or administrative actions required by applicable law, rule or regulation to be undertaken by the Architect, Project Inspector and Contractor(s) during construction of the Project and upon completing construction of the Project. If the Architect, Project Inspector or any Contractor(s) have not filed reports or taken other actions required during construction of the Project or upon completing construction of the Project, the CM shall make recommendations to the District for measures to secure compliance by the Architect, Project Inspector or Contractor(s) with regard to such requirements. The CM will assist the District in completion and submission of reports and other actions required to be undertaken by the District during construction of the Project or upon completing construction of the Project pursuant to applicable law, rule or regulation.

5.6 Project Occupancy. The CM shall assist the District in securing an occupancy permit for the Project or portions thereof as designated by the District. The scope of the foregoing may include the following: (i) accompanying government officials during inspections of the Project; (ii) preparation and submittal of documentation required by governmental agencies to establish completion of Project construction; and (iii) other similar activities and tasks.

5.7 DSA Project Certification. The CM shall assist the District in filings, discussions and other actions necessary for DSA Project Certification upon completion of Project construction certifying to completion of the Project in accordance with the Construction Documents and applicable laws, codes, regulations and/or rules. Obtaining DSA Project Certification is a material obligation of the CM under this Agreement.

6 CM COMPENSATION

6.1 Contract Price. The compensation due the CM for Basic Services for the Project is the lump sum, fixed price of One Million One Hundred Twenty Thousand Dollars ($1,120,000). Payment of the Contract Price for the Project will be made by the District in accordance with the terms hereof. The Contract Price includes the fee of the CM and any Sub-Consultant to the CM, personnel expenses of the CM and sub-consultants, inclusive of all benefits and burdens, travel for personnel of the CM and sub-consultants to and from the Site, travel within the Counties of Los Angeles,
Orange, Ventura and Kern, insurance and other overhead costs associated with or arising out of performance and completion of Basic Services for the Project.

6.2 Reimbursable Expenses. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement ("Reimbursable Expenses") which are reimbursable to the CM. If any Reimbursable Expense is approved in advance by the District, the CM’s reimbursement shall be limited to the actual costs, without mark-ups or multiples.

6.3 Additional Services. If the District shall authorize or direct CM to perform or provide Additional Services described generally in this Agreement, CM shall be compensated for its personnel providing such Additional Services in accordance with the Rate Schedule attached hereto as Exhibit “A” (“the Rate Schedule”) and incorporated herein by this reference.

6.4 District Payments.

6.4.1 CM Billings to District. During the Term of this Agreement, the CM will submit monthly billings for payment of the Contract Price. During the Term of this Agreement, the CM shall submit billings for payment of portions of the Contract Price, as set forth herein. Upon completion of the Pre-Construction (including Bidding) Phases of the Basic Services, the CM shall submit a billing for payment of the portion of the Contract Price allocated to Pre-Construction (including Bidding) Basic Services, as set forth below. During the Construction Phase of Basic Services, the CM shall submit monthly billing statements for payment of the Contract Price allocated to the Construction Phase of Basic Services, as set forth above. Each billing statement for payment of the Contract Price allocated to the Construction Phase of Basic Services shall be 1/18th (one-eighteenth) of the Contract Price allocated for the Construction Phase. The foregoing notwithstanding, if Substantial Completion of the Project occurs in a duration of less than eighteen (18) months, in the month following the date of Substantial Completion, the CM may submit a billing statement for payment of the then remaining balance of the Contract Price allocated to the Construction Phase of Basic Services. Upon completion of the Post-Construction Phase, the CM shall submit a billing for payment of the Contract Price allocated to the Post-Construction Phase.

6.4.2 Allocation of Contract Price. The Contract Price for the Project is allocated to each Phase of the Basic Services as described below. The portion of the Contract Price to be disbursed by the District for each Phase or portion of Basic Services for the Project shall be limited by the allocation thereof as set forth below.

<table>
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</tbody>
</table>
6.4.3 **District Payments to CM.** Within thirty (30) days of receipt of CM’s billing invoices, District will make payment to CM of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due CM hereunder because of any penalty, assessment liquidated damages or other amounts withheld by the District from payment to the Architect or the Contractor. The District may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured it failure(s) of performance, less costs, damages or losses sustained by the District as a result of such failure(s) of performance of material obligations hereunder. If at any time the District does not pay to CM all sums invoiced, District shall within thirty (30) days of the CM’s submission of its billing invoice, provide CM with written documentation describing the basis for the District’s withhold or deduction of the Contract Price and shall pay the balance of CM’s invoice not subject to withholding or deduction.

7 **INSURANCE AND INDEMNITY**

7.1 **CM Insurance.**

7.1.1 **Workers Compensation and Employers Liability Insurance.** The CM shall purchase and maintain Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts under which the CM may be liable. The CM shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee’s employment by Consultant. The Employer’s Liability Insurance required of the CM hereunder may be obtained by the CM as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance required to be obtained and maintained by the CM hereunder.

7.1.2 **Commercial General Liability and Property Insurance.** The CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect the CM from the types of claims set forth below which may arise out of or result from the CM services under this Agreement and for which the CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the CM’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the CM, or (b) by another person; (iii) claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (d) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (e) contractual liability insurance applicable to the CM’s obligations under this Agreement; and (f) for completed operations. District shall be an additional named insured to the Consultant’s Commercial General Liability insurance policy.

7.1.3 **Professional Liability Insurance.** The CM shall procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

7.1.4 **Coverage Amounts.** Minimum coverage amounts for policies of insurance obtained by the CM for each Project shall be as follows:
### Insurance Policy

<table>
<thead>
<tr>
<th>Policy</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>In accordance with applicable law</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate</td>
</tr>
<tr>
<td>(including coverage for</td>
<td></td>
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<tr>
<td>automobile liability and</td>
<td></td>
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<tr>
<td>property casualty)</td>
<td></td>
</tr>
<tr>
<td>Professional Liability</td>
<td>Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate</td>
</tr>
</tbody>
</table>

7.1.5 **Policy Endorsements; Evidence of Insurance.** Prior to commencing performance of Basic Services for the Project, the CM shall deliver Certificates of Insurance to the District Representative which evidence each of the policies of insurance in the minimum coverage amounts required in connection with the Project. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

7.2 **District General Liability Insurance.** District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death or property damage arising out of the Project.

7.3 **Indemnity.**

7.3.1 **Consultant Indemnity of District.** The CM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of the CM’s services hereunder or the negligent, willful acts omissions or other conduct of CM, the employees, agents or representatives of the CM, a Sub-Consultant to the CM or the employees, agents or representatives of a Sub-Consultant. The Indemnified Parties are: the District, the District’s Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the District. The CM’s obligations hereunder shall survive termination of this Agreement and/or the completion of Basic Services, until barred by the applicable statute of limitations.

7.3.2 **District Indemnity of Consultant.** The District shall indemnify, defend and hold harmless the CM from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage which arise out of the negligent or willful acts, work of the omissions or other conduct of the District.

8 **TERM OF AGREEMENT; TIME**

8.1 **Term.** The Term of this Agreement shall commence as of the date of the District’s Board of Trustees’ ratification and approval of this Agreement and shall terminate thirty (30) days after DSA issues its Project Certification for the Project reflecting completion of Project construction in accordance with the Construction Documents and applicable law, codes, regulations and rules.
8.2 **Time.** All of the Basic Services and authorized Additional Services for the Project shall be completed by the CM in a prompt and diligent manner, time is of the essence under this Agreement. If a schedule for completion of Basic Services in connection with the Project is agreed upon between the District and the CM, the CM’s performance and completion of Basic Services shall be in accordance with such schedule. The CM shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the CM to complete Basic Services for the Project in accordance with an agreed upon schedule, provided that the CM’s liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the CM.

9 **TERMINATION; SUSPENSION**

9.1 **Termination for Default.** Either the District or CM may terminate this Agreement upon seven (7) calendar days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure such default(s) and diligently thereafter prosecute such cure to completion. In addition to the District’s right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to CM if: (i) CM becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CM or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CM or any of CM’s property on account of CM’s insolvency; or (ii) if CM disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the amount due CM, if any shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior the effective date of the District’s termination of this Agreement, reduced by losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due, if any, shall be made by District only after completion of the Construction Phase of the Project. CM shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of CM’s default hereunder, to the extent that such losses, damages or other costs exceed any amount due CM hereunder for Basic Services or authorized Additional Services.

9.2 **District’s Right to Suspend.** The District may, in its discretion, suspend all or any part of the design, bidding or construction of the Project, work under a Construction Contract or CM’s services provided, however, that if the District shall suspend design, bidding or construction of the Project, work under a Construction Contract or CM’s services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by CM or the acts or omissions of CM, upon recession of such suspension, the Contract Price will be subject to adjusted to provide for actual costs and expenses incurred by CM as a direct result of the suspension and resumption of design, bidding or construction of the Project, construction under a Construction Contract or CM’s services hereunder.

9.3 **District’s Termination of Agreement for Convenience of the District.** The District may, at any time, upon seven (7) days advance written notice to CM terminate, in whole or in part, this Agreement for the District’s convenience and without fault, neglect or default
on the part of CM. In such event, the Agreement (or portions thereof as designated by the District) shall be deemed terminated seven (7) days after the date of the District’s written notice to CM or such other time as the District and CM may mutually agree upon. In such event, the District shall make payment of the Contract Price to the CM for services provided through the date of termination plus actual costs incurred by CM directly attributable to such termination. Except as set forth herein, no other payment or compensation shall be due the CM upon the District’s termination of this Agreement.

9.4 CM Suspension of Services. If the District shall fail to make payment of undisputed portions of the Contract Price for the Project when due CM hereunder, CM may, upon seven (7) calendar days advance written notice to the District, suspend further performance of services hereunder until payment of the undisputed portions of the Contract Price in full is tendered by the District. In such event, CM shall have no liability for any delays or additional costs to design, bid or construct the Project due to, or arising out of, such suspension. Except as expressly set forth herein, the CM shall have no other right to suspend its performance and completion of Basic Services in accordance with the terms of this Agreement.

10 MISCELLANEOUS

10.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or CM. In the event of conflict or inconsistency between the provisions of this Agreement and the CM Proposal, the terms of this Agreement shall prevail.

10.2 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of CM and the District. Neither CM nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

10.3 Authority. The individual(s) executing this Agreement on behalf of CM warrant and represent that she/he is authorized to execute this Agreement and bind CM to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District’s Board of Trustees, to bind District to all terms hereof.

10.4 CM Personnel. At all times while at the Site or any District owned/operated facility, the CM’s personnel shall comply with all applicable District rules, regulations and policies. Personnel who violate the District’s rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.

10.5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
   Jim Schrage
   Santa Clarita Community College District
   26455 Rockwell Canyon Road
   Santa Clarita, CA 91355
10.6 **Disputes.**

10.6.1 **Continuation of CM Services.** Except in the event of the District's failure to make payment of undisputed portions of the Contract Price when due the CM for the Project, notwithstanding any disputes between District and CM arising hereunder, CM shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

10.6.2 **Mandatory Mediation.** All claims, disputes and other matters in controversy between the CM and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS"). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the CM commencing arbitration proceedings pursuant to Paragraph 10.6.3 below.

10.6.3 **Arbitration.** All claims, disputes or other matters in controversy between CM and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of JAMS. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the CM only if it is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and CM hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the arbitration award if, after review of thereof, the Court determines either that the arbitration award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, CM and District agree that any arbitration proceedings initiated between CM and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor.

10.6.4 **CM Compliance with Government Code §900 et seq.** The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CM’s submission of claims to the District. The CM’s strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CM’s initiation of any other dispute resolution procedure or proceeding.

10.7 **Definitions.**

10.7.1 **Contractor.** The entity or individual under direct contract to the District for construction of the Project. As necessary by the context of usage, the term “Contractor” shall include Trade Contractors.

10.7.2 **Construction Contract.** A Contract for Construction of the Project.
10.7.3 **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soils reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.

10.7.4 **Architect.** The Architect is the firm or individual retained by the District in connection with the Project to provide architectural and related design services in connection with the Project. References to the Architect include Design Consultants retained by the Architect to prepare or provide any portion of the Design Documents for the Project.

10.7.5 **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by the Contractor or a Subcontractor to the Contractor or suppliers illustrating some portion of the work of the Project.

10.7.6 **Site.** The physical area for construction and activities relating to construction of the Project.

10.7.7 **Project Budget.** The Project Budget is to the total costs allocated by the District for design, bidding and construction of the Project by Contractors, exclusive of fees and costs of the Architect, CM and District Consultants, Site acquisition costs and the costs of furniture, furnishing and/or equipment for the Project which are not included in the scope of the Construction Contract for the Project. The Project Budget established by the District may be modified by the District from time-to-time.

10.7.8 **Construction Cost Estimates.** Construction Cost Estimates are estimates of the then current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor’s profit, overhead and administrative cost as necessary to complete construction of the Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for construction of the Project and Changes to the Project during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Budget, if any.

10.7.9 **Construction Budget.** The “Construction Budget” is the portion of the Project Budget allocated for construction of the Project.

10.7.10 **Construction Costs.** The costs of labor, materials, equipment (inclusive of the Contractor’s general administrative and overhead costs/profit) necessary to complete construction of the Project.

10.7.11 **Construction Schedule.** A Construction Schedule is the written or graphic description of the scheduling, sequencing and interrelationships of activities necessary to complete construction of the Project. Construction Schedules prepared by the Contractor for review by the CM and acceptance by the District.

10.7.12 **Construction Documents.** The Contract Documents issued by or on behalf of the District under a Construction Contract of all or a portion of the Project. Construction Contract Documents include all modifications issued by or on behalf of the District.

10.7.13 **Substantial Completion.** Substantial Completion is when the Work of a Construction Contract for the Project has been completed and installed and the Project can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.

10.7.14 **Final Completion.** Final Completion is when all of the Work of a Construction Contract for the Project has been completed and installed (including items noted for correction, repair or modification upon Substantial
Completion) and the Contractor has completed all other obligations to be performed on its part under the Construction Contract.

10.8 **Time.** Time is of the essence in the performance and completion of obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement, the RFP Response and Exhibit A (Rate Schedule) are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and CM concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by a subsequent writing executed by the District and CM.

IN WITNESS WHEREOF, the District and CM have executed this Agreement as of the date set forth above.

---

**“DISTRICT”**
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

**By:** Jim Schrage, Vice President Facilities Planning, Operations and Construction

**“CM”**
Klassen Corporation

**By:** Jerry D. Klassen
President, CEO
BACKGROUND / ANALYSIS:
The Mentry Hall Expansion will provide 20,371 assignable square footage of space that will house the expansion of the Media, Arts (Painting, Drawing and Sculpture), Photography and Graphics programs. Included are three computer labs, a large lecture room, ten classrooms, a 2-D drawing classroom, a life/drawing classroom, two conference rooms and 12 office spaces. The Mentry Hall Remodel will update the MEA function (formerly RTVF), the Art Gallery and some additional classroom spaces on the first and second floors of the existing building.

Klassen Corporation was awarded the Design/Build contract for the Expansion project at the December 3, 2008 Board meeting. Addendum #09 in the amount of $853,756 is required to provide labor and material for the improvements for the Mentry Hall Remodel Project.

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 these addenda in the amount of $853,756 are included in the Fiscal Year 2010/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of Addendum #09 the Design/Build contract to Klassen Corporation for the Mentry Hall Expansion Project as noted above.

Submitted by:                Approval for submission to Board of Trustees:

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

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
ADDENDUM #09
TO AGREEMENT FOR DESIGN-BUILD SERVICES FOR
THE MENTRY HALL (FINE ARTS) EXPANSION CONSTRUCTION PROJECT

The contract dated December 10, 2008 for the Design-Build Services for the Fine Arts Expansion Construction Project is hereby modified by Board action June 23, 2010 by and between the Santa Clarita Community College District, a California college district (“District”) and Klassen Corporation (“DBE”)

The agreement is modified as follows:

Additional fee of $853,756

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

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

“DBE”
Klassen Corporation

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

**ITEM/TITLE** Approval of Resolution 2009/10-21: Emergency Work for Seco Hall HVAC Replacement Project

<table>
<thead>
<tr>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
<tbody>
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<td>X</td>
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**BACKGROUND / ANALYSIS:**
As part of the district’s Emergency Project to replace the HVAC System in Seco Hall, Resolution 2009/10-12 declares this project to be of an emergency nature. This resolution declares that the classroom and office space are essential to the operation of the college’s programs and classes and, as such, the HVAC replacement project will cause substantial disruption to the operation of ongoing programs if the work is not completed before the Fall semester.

Public Contract Code 20654 provides that in an emergency when repairs are necessary the district may be unanimous vote make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids.

**FISCAL IMPLICATIONS:**
N/A

**RECOMMENDATIONS:**

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: 

James C. Schrage
WHEREAS, due to health concerns, the District recently investigated the condition of the air quality inside the College of the Canyons Seco Hall Building. Those investigations led to a finding, by the District’s insurer, that the building’s HVAC system was several decades old, a potential source of past, present and future water leakage, a potential health hazard and in need of replacement without delay.

WHEREAS, the Seco Hall Building houses classroom and office space that is essential to the operation of various College of the Canyons programs and classes.

WHEREAS, the necessary HVAC replacement will cause substantial disruption to the operation of ongoing programs and classes inside Seco Hall and therefore, it is necessary to perform the HVAC replacement during the Summer before commencement of the Fall semester.

WHEREAS, due to the long lead time required for ordering the appropriate HVAC equipment, and due to the limited time available for installation of the new HVAC equipment, there is insufficient time available for the District to advertise for competitive bids or to engage in the competitive bidding process without risking that the work will not be completed before commencement of the Fall semester.

WHEREAS, if the work is not completed before commencement of the Fall semester, it will disrupt the continuance of existing college classes and may impose a danger to life or property within the Seco Hall Building.

WHEREAS, Public Contract Code §20654 provides that in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, or to permit the continuance of existing college classes, or to avoid danger to life or property, the District’s Board of Trustees may by unanimous vote, with the approval of the county superintendent of schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Santa Clarita Community College District hereby declares that an emergency exists requiring repairs, alterations, work, and improvements that are necessary to the College of the Canyons Seco Hall Building, necessary to permit the continuance of existing college classes, and necessary to avoid danger to life or property.

FURTHER RESOLVED, that pursuant to Public Contract Code §20654, the Board of Trustees further finds that there is sufficient necessity for the District to enter into a contract for the furnishing of materials and/or supplies and/or the performance of labor necessary to effectuate the replacement of the College of the Canyons Seco Hall HVAC system without advertising for or inviting bids.

FURTHER RESOLVED, that the Board of Trustees hereby authorizes ___________________ in his/her capacity as ____________________, to execute by and on behalf of the District Contract(s) for the furnishing of materials and/or supplies and/or the performance of labor necessary to effectuate the replacement of the College of the Canyons Seco Hall HVAC system without advertising for or inviting bids.

FURTHER RESOLVED, that this finding of necessity is both retroactive and prospective providing ratification, and authorization for any Contracts that have been established to date with the District, or which may be established hereafter with the District, for the furnishing of materials or supplies and/or the performance of labor necessary to effectuate the replacement of the College of the Canyons Seco Hall HVAC system without advertising for or inviting bids.
PASSED AND ADOPTED by the Governing Board of Trustees of Santa Clarita Community College District in Santa Clarita, California, this _____ th day of ____________, 2010, by the following vote:

AYES:                     ABSENT:

NAYS:                     ABSTENTIONS:

IN WITNESS WHEREOF, this instrument has been duly signed and sealed as of the _____ day of ________________, 2010.

__________________________________  Chairperson of the Board

ATTEST: __________________________

Secretary to the Board
## Approval of Purchase Order for HVAC Equipment for Seco Hall (Trane U.S., Inc.) for Emergency Work

### BACKGROUND / ANALYSIS:
The District would like to issue a Purchase Order to Trane U.S., Inc. (City of Industry, CA) in the amount of $110,497 for a Custom Engineered HVAC System to replace the existing HVAC system in Seco Hall. This is for equipment only and does not include labor.

This project is covered under Resolution 2009/10-21 for Emergency Work and, as such, is exempt from the formal bidding process.

### FISCAL IMPLICATIONS:
This is a Capital Improvement project and funds for this project of $110,497 are included in the Fiscal Year 2010/11 Tentative Budget.

### RECOMMENDATIONS:
Move approval of purchase order for HVAC Equipment for Seco Hall as noted above.

---

**Submitted by:**

James C. Schrage

Vice President, Facilities Planning, Operations and Construction

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

Dr. Dianne G. Van Hook

Chancellor

---

Recommended by:

[Signature]

James C. Schrage
AGENDA
CATEGORY HUMAN RESOURCES

ITEM/TITLE Presentation of the California School Employees Association (CSEA) Chapter 725 Re-Opener Proposal for FY10/11

BACKGROUND / ANALYSIS:
The law requires that initial proposals, including re-opener proposals, be presented to the Board of Trustees in open session and that subsequently, a public hearing is held regarding the proposal to allow the public to provide input before bargaining begins. This item represents CSEA’s re-opener proposal for FY10/11 to the Board, and announces that a public hearing has been scheduled for the July 14, 2010 Board meeting.

The current agreement between the District and CSEA extends through June 30, 2011. As part of Article 28 of the agreement “either party may annually reopen negotiations with each party allowed to open one additional article in addition to the opening of Article 19 (Wages) and Article 21 (District Paid Benefits).”

Attached is a letter from Chapter 725 CSEA dated June 2, 2010 requesting negotiations and outlining their re-opener. CSEA is requesting to open the automatic reopener – Article 21 (District Paid Benefits.)

FISCAL IMPLICATIONS:
Dependent upon the outcome of negotiations and the development of the Statewide budget.

RECOMMENDATIONS:
Present the California School Employees Association, Chapter 725, re-opener proposals with the District for FY10/11 and announce that a public hearing will be conducted at the July 14, 2010 Board Meeting.

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:
June 2, 2010

Board of Trustees and
Dr. Dianne G. Van Hook, Chancellor
College of the Canyons
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

Re: California School Employees Association Chapter 725
2010-11 Reopener Negotiations Proposal

Dear Board of Trustees and Chancellor Van Hook:

The California School Employees Association of COC Chapter #725 hereby intends to negotiate changes to the Collective Bargaining Agreement for 2010-11. Below is our initial proposal which we hope will be placed on the next Board of Trustee's meeting agenda:

Article 21: District Paid Benefits

- CSEA has an interest in maintaining the same quality benefits package offered to other District employees without out-of-pocket expenses for bargaining unit members.

CSEA reserves the right to amend its proposal or raise other issues of interest for negotiation this fiscal year. CSEA Chapter 725 is enthusiastic about working with the District to achieve successful negotiations that benefits the association members and improves the services to the students and community.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Cynthia Madia
CSEA President Chapter 725

c: Diane Fiero, VP-Human Resources; Rita Jackson, Labor Relations Representative; Mike Ford, Field Director; file
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District is contracting with Governet to provide CurricUNET, an updated software solution for our curriculum management and student learning outcome tracking needs. CurricUNET has been selected by the California Community College Chancellor's Office to automate curriculum reporting for all the community college in the state. Currently, over 70 community colleges in California use CurricUNET for their curriculum management needs.

This system will replace our existing curriculum management system, WebCMS. CurricUNET includes curriculum management, workflow tracking, interface with our Datatel system and student learning outcome tracking. The student learning outcome (SLO) tracking component will assist the District in meeting accreditation requirements for using student learning outcomes to make instructional improvements. In addition, Governet will convert our existing WebCMS data into the new system. The system is hosted by Governet at their facility so the District will not incur any additional hardware or software costs to implement this system.

The cost of this agreement is $60,000 and includes the core curriculum software, conversion of our existing data, Datatel interface, SLO module, and staff training. The initial agreement covers the period June 23, 2010 through June 30, 2011.

Copies of agreement have been distributed under separate cover and are available in the Office of Institutional Development, Technology and Online Services upon request.

FISCAL IMPLICATIONS:
The cost of the agreement is $60,000 and is included in the 2009/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of the Agreement between Santa Clarita Community College District and Governet, Inc. for the Purchase of Curriculum Management (CurricUNET) and Student Learning Outcome Tracking Software.

Submitted by: James Temple

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

Recommended by: Dr. Barry Gibbons

Dr. Barry Gibbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
THIS PROFESSIONAL SERVICES AGREEMENT is made as of this 23rd day of June, 2010 (the "Agreement") by and between Governet, a division of Nevada Contractors Registry, a Nevada Corporation, and College of the Canyons (hereinafter referred to as "Client").

RECITALS

WHEREAS, Client wishes to receive professional services related to various management, instructional, and technology issues; and

WHEREAS, Governet is a provider of management, instructional, and technical services to numerous colleges and universities; and

WHEREAS, Governet has demonstrated its experience in consulting services in the areas of project management, database design and development, Website design and development, Web course design and development, and other higher education consulting, including, at present, the implementation of the “CurricUNET” system for Automated Curriculum Development and Approval Tracking;

NOW, THEREFORE, in consideration of the recitals and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF LICENSE; SERVICES:

   (a) Grant of License. On the terms and subject to the conditions set forth in this Agreement, Governet hereby grants to Client a non-exclusive, non-transferrable license to use the Governet Curriculum Development and Approval Tracking System ("CurricUNET") within Client’s organization and operations. The license granted herein shall not give Client, or users accessing the CurricUNET system through Client, authority to in any way alter, modify, reverse engineer, enhance or otherwise create any derivatives of CurricUNET, or any part thereof, for any purpose.

   (b) Provision of Services. Governet shall provide Client with various technical services leading to the completion and implementation of a Web-accessible, database-driven Curriculum Development and Approval Tracking System ("CurricUNET") and related services. A description of Governet services to be provided to Client under this Agreement are set forth in Exhibit A attached hereto.

2. CONTRACTOR, NOT EMPLOYEE: The Parties acknowledge and agree that Governet’s relationship to Client is as an independent contractor, and not an employee of Client. This Agreement shall also not be deemed to create a partnership, joint venture or fiduciary relationship between the Parties.
3. TERM: The initial term of this agreement shall be from June 23, 2010 to June 30, 2011 (the “Initial Term”) and, upon the expiration of the Initial Term, shall automatically renew for one or more terms of thirty-six (36) months each (each shall be deemed a “Renewal Term”) unless terminated as set forth in this Section 3 or hereafter in Section 4. If Client elects to terminate its use of CurricUNET at the end of the Initial Term or any Renewal Term, Client will provide Governet with written notice of such intent not less than 90 days prior to the expiration of such Initial Term or Renewal Term.

4. TERMINATION: This agreement may also be terminated:

   (a) by Client, to the extent permitted under applicable law, if Governet makes an assignment for the benefit of creditors; files a petition of bankruptcy; permits a petition in bankruptcy to be filed against it; or if a receiver is appointed over a substantial part of its assets;

   (b) by Governet for the non-payment of any fees or charges from Client and which non-payment continues for a period of ninety (90) days from the date of invoice;

   (c) by either Party, in event of a material breach or nonperformance by the other of any provision of this Agreement, provided however, that written notice of the alleged breach shall have been given to the allegedly breaching Party who shall not have remedied or cured the alleged breach within thirty (30) days after the date of delivery of such notice;

   (d) by Client as set forth above in Section 3.

5. NONASSIGNMENT: This Agreement may be assigned by Governet only with the prior and express written consent of Client, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Governet shall not be deemed to have assigned this Agreement or any part thereof in violation of this provision if Governet elects to use the the services of qualified subcontractors from time to time in the performance of its obligations under this Agreement.

6. FEES FOR SERVICE AND TERMS OF PAYMENT: For Governet’s services as specified in Section 1 above, Client shall pay fees to Governet as follows:

   (a) Core System Customization and Implementation Fee (One-time): Payment of this fee shall entitle Client to receive the Governet services specified in Exhibit A. Governet will also provide such programming as may be required to interface CurricUNET to Client’s Student System.

      COST: $ 60,000 (amount includes applicable optional services selected in Exhibit “B” as follows:

      • CB01. Data Conversion Services
      • CB09. Outcome Assessment Module
Payment terms will be as follows. Payment shall be due within thirty (30) days of the execution date of this contract.

(b) **Annual Maintenance and Support Fee (Ongoing, Required):** Payment of this fee shall entitle Client to receive periodic software upgrades, ongoing user support (via phone, instant messaging, and email), ongoing system maintenance, and periodic future upgrades (including custom software upgrades if custom web input forms and/or workflows are impacted) to the CurricUNET System as created and incorporated by Governet. The first year’s service is included in the Core System Fee above in subparagraph (a). Said Annual Maintenance and Support Fee shall not cover or apply to additional customization, functionality, upgrades or other services not specified in this subsection or Exhibit A that are requested by Client after Governet’s implementation of the CurricUNET system and Client’s acceptance thereof in accordance with the specifications developed as provided in Exhibit A. Subsection (d) below shall apply to all such additional services requested by Client.

    COST: $14,000 (amount includes applicable optional services selected in Exhibit “B”)  

Payment for this service is a single, annual payment due on the first day of each year of each Renewal Term. In Client’s case, the first such required payment would be due on July 1, 2011. Payment shall be made within thirty (30) days of invoice date.

(c) **Annual Hosting Fee:** Payment of this fee will entitle Client to use the hosting services provided by Governet as set forth in Exhibit A. The first year’s service is included in the Core System Fee above. After the end of the Initial Term, Client may choose to host the CurricUNET system on Client’s in-house servers. If Client elects to discontinue using Governet’s hosting services, certain technical services would be required to assist Client’s technical staff in effecting the transfer of CurricUNET programs and databases to Client’s servers. In that event, fees for such transfer services are described in “Other”, below.

    COST: Included in Annual Maintenance and Support Fee above  

(d) **Other Products and Services**: Please see Exhibit “B”.

After the expiration of the Initial Term and prior to the commencement of a Renewal Term, Governet shall be entitled to make adjustments to fees payable under Subsections (a), (b) and (d) above as well as other terms of service under this Agreement, provided Governet shall notify Client in writing of any such proposed changes at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term (the “Adjustment Notice”). The proposed changes shall automatically take effect unless Client submits a written objection thereto within thirty (30) days of Client’s receipt of the Adjustment Notice. If Client submits a timely objection, the Parties shall enter into good faith negotiations to resolve Client’s objections. In the event Client and Governet cannot mutually agree upon the changes proposed within sixty (60) days following the date of the Adjustment Notice, then either Client or Company may terminate this Agreement.
upon written notice to the other Party. If neither Party terminates this Agreement, the Parties will continue good faith discussions for an additional period of sixty (60) days in an attempt to reach agreement. During said sixty (60) day period, the pricing and terms of the then existing agreement shall continue in effect. If agreement is not reached by the Parties during said second sixty (60) day negotiation period, then the Agreement will automatically terminate at the conclusion thereof.

7. SCHEDULE: Governet and the Client will jointly develop a Work Plan to indicate the project tasks, on-site visits by Governet, and other pertinent events associated with this project as specified in Exhibit A.

8. OWNERSHIP OF INTELLECTUAL PROPERTY.

(a) Intellectual Property Rights. Client acknowledges and agrees that Governet owns and has rights in and to those patents or patentable technologies, software designs and schematics, algorithms, source codes, source listings, specifications, copyrights and copyrightable materials, design documents and information, copies of source or object codes or other documentation of any type, which comprise the CurricUNET system. The foregoing is referred to collectively herein as “Governet Intellectual Property”. Client acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet’s Intellectual Property. Furthermore, Client acknowledges and agrees that it will not in any way, directly or indirectly through any 3rd party, alter, modify, reverse engineer, or copy the Governet Intellectual Property, or any component thereof, without the express written consent of a duly authorized executive officer of Governet. Furthermore, the Parties acknowledge that during the course of performance of this Agreement, Governet will render services to Client that may result in the creation of new technologies, discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, and copyrightable work (whether or not including any confidential information) which relate to Governet’s CurricUNET system or the services rendered to Client (the “Future IP”). The Parties acknowledge and agree that such Future IP shall be deemed developed by and owned exclusively by Governet, and shall be deemed licensed hereunder for use by Client. In the event it is determined for any reason that ownership of said Future IP resides with Client, then Client hereby grants to Governet an unrestricted, non-exclusive, perpetual license to use said Future IP at no cost to Governet.

(b) Use of Governet Marks. Client acknowledges that Governet owns and has rights in and to certain trademarks, logos, website materials, and marketing materials (the “Governet Marks”) that may be made available for use by Client under this Agreement. Client expressly acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet’s Marks. Client further acknowledges that it has no right to use, distribute, or otherwise reproduce such Governet Marks without the express written consent of Governet.
PROFESSIONAL SERVICES AGREEMENT

(c) Use of Client Marks. Governet acknowledges that Client owns, and retains ownership of all Marks owned by Client, including any trademarks, logos, website materials, and marketing materials (the “Client Marks”). Governet further acknowledges that it has no right to use, distribute, or otherwise reproduce such Client Marks without the express written consent of the Client, except that Client expressly agrees that Governet may use the Client Marks in a manner which indicates that Client is a client of Governet. Nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Governet any right, title, or interest in or to Client’s Marks.

(d) Nondisclosure; Use of Confidential Information. For purposes of this Agreement, “Confidential Information” shall mean this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which a Party (“Discloser”) discloses, in writing, orally or visually, to the other Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which relates to (i) the Discloser; (ii) is designated by the Discloser to be proprietary or confidential in nature; and (iii) is not in the public domain. As used herein, the Parties acknowledge and agree that curriculum data, consisting of approved course outlines and program materials, voluntarily collected through or via the CurricUNET System shall not be deemed Confidential Information hereunder. Rather each of the Parties shall be entitled to collate, summarize or otherwise use and distribute such curriculum data including to third parties. The Recipient of Confidential Information agrees not to use any such Confidential Information received from the Discloser thereof for its own use, directly or indirectly, or for any purpose other than as expressly allowed under this Agreement. The Recipient shall not disclose or permit disclosure of any Confidential Information to third parties without the prior consent of an authorized officer or director of the Discloser. The Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Recipient utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. The Recipient shall notify the Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to the Recipient’s attention.

9. INSURANCE: Governet shall procure and maintain such Workers Compensation and public liability insurance as may be required by Client during the term of this Agreement. Evidence of such insurance will be provided to Client upon request.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: Client acknowledges that this is strictly a professional services agreement, and as such, Governet provides no warranties, expressed or implied, on the suitability or performance of the requested services. Governet will provide requested services on a best efforts basis and assumes no liability for any direct or consequential damages which may arise from their use.
11. **NOTICES:** Any notice required by this Agreement shall be in writing and accomplished by registered or certified mail. Such notice shall be deemed to have been delivered five (5) days after it has been mailed:

   If to Governet: Chief Executive Officer  
   Governet  
   1520 Bolero Drive  
   Santa Barbara, CA 93108  

   If to Client:  
   _________________________________  
   _________________________________  
   _________________________________  

12. **EXHIBITS:** All exhibits referred to in this Agreement are hereby incorporated by reference as though fully set forth in the text of this agreement. In the event of any conflict between the body of this Agreement and any exhibit to this Agreement, the body of this Agreement shall control over any conflicting provision in any exhibit to this agreement.

13. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Nevada, unless otherwise preempted by federal law.

14. **ENTIRE AGREEMENT:** This Agreement signed by both parties constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. No other representations, promises, or statements that differ in any way from the terms of this Agreement shall be given any force of effect. This Agreement shall be changed only by written instrument signed by both the Client and Governet.
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the names as of the date first written above.

___________________
Client

By (Signature)

___________________
Title

___________________
Address

___________________
City, State, Zip Code

GOVERNET

___________________
By (Signature)

Chief Executive Officer

___________________
Title

1520 Bolero Drive

___________________
Address

Santa Barbara, CA 93108

___________________
City, State, Zip Code
PROFESSIONAL SERVICES AGREEMENT

“EXHIBIT A”

Governet will provide services necessary for the customization and implementation of the Automated Curriculum Development and Approval System (“CurricUNET”) for Client as specified in this Exhibit A. To do so, Governet and Client will work in good faith and cooperation to jointly develop comprehensive planning and project management services, consultation and advisement, systems analysis and programming services, and integration of applications software as follows:

Phase 1: Requirements Analysis

Client will designate a member of its staff who will act as the “Project Coordinator” for all matters relating to the CurricUNET project, and will provide Governet with the contact information for such Project Coordinator prior to Governet’s commencement of work on said project. Governet will work with the Project Coordinator to identify customization changes required by Client. The customization changes will be represented by a written, itemized description of feature changes by system element and will include marked up screens and reports indicating requested changes to such system elements. Thereafter, Governet and Client will jointly develop a Project Workplan to identify, among other things, project activities/tasks, assigned resources, and estimated schedules. The Project Workplan will be posted to Governet’s Web-based project management system. A preliminary Workplan and schedule is attached. Once approved by both Parties hereto, and subject to the additional customization rights granted to Client hereafter, the Project Workplan will be deemed the definitive measure for Governet’s performance of its obligations to Client hereunder.

Phase 2: System Design

Governet will document what Client’s CurricUNET system elements will look like, including screens, reports, and database schema. Said documentation shall be posted on Governet’s Web-based project management system. Client shall timely review said documentation and shall have the right to request modifications to the Project Workplan during the Initial Term, resulting in no more than _80_ total hours of additional programming. Such change orders will be logged and tracked on the Governet Web-based project management system. Said request shall specify the system elements to be modified, and shall be deemed a modification of the Project Workplan. The Parties acknowledge and agree that any further modification to Client’s CurricUNET System beyond the Project Workplan, and as revised by the aforementioned change orders within the __80__ hour limit, shall be subject to additional costs at the rates set forth in the Adhoc Professional Services Section of Exhibit B.

Phase 3: Prototype Development

Governet will develop a working version of the customized system for demonstration and testing purposes. Said prototype will conform to the specifications of the Project Workplan, as it may be amended, which conformance shall be certified by Client’s Project Coordinator. The issuance of the Project Coordinator’s certification shall establish that Client’s CurricUNET System meets the
specifications of the Project Workplan, as amended, and that the system is ready for implementation.

Phase 4: Database Conversion/Entry

If requested by Client in Exhibit B, Item CB01, and subject to the provisions thereof, Governet will facilitate the conversion and migration of those electronic databases of Client that will be needed to initially populate the CurricUNET system, provided that such conversion is deemed practical based on joint analysis of existing files. This includes such programming as may be needed to parse existing electronic files for automated transfer into appropriate CurricUNET datasets. Governet will also provide data input of manual records for such current courses and programs for which electronic records are not available.

Phase 5: User Training/Documentation

Governet will provide specifications for training procedures, utilities for development of user documentation, and will assist Client to identify Client’s initial internal trainers. Governet personnel will also conduct initial online "train the trainer" sessions for such personnel as specified by Client. If requested by Client in Exhibit B, Item CB02, these sessions will be conducted onsite at Client’s facilities for a total of two (2) days, with no limitation on the number of participants. Client understands and acknowledges that once such training sessions are completed with the initial trainers, Governet’s responsibilities for training of Client’s staff will be deemed complete, and Client will be solely responsible for the designation, appointment and training of future internal trainers from its staff.

Phase 6: Implementation/Operations

Governet will manage the implementation process in coordination with Client’s Project Coordinator, providing such technical personnel as Governet, in its sole discretion, as may be necessary to oversee and supervise the operational startup of the CurricUNET system. The completion of implementation of Client’s CurricUNET System and the commencement of its use by Client shall be deemed ‘acceptance’ for purposes of the Agreement and this Exhibit A. Unless otherwise agreed to by both parties, Governet will host the operational CurricUNET system on its servers through the end of the Initial Term and Renewal Terms of this agreement. Client will notify Governet within 90 days of the end of the Initial Term or any Renewal Term if Client wishes to transfer the operational system to Client’s facilities when the applicable term ends. Governet’s hosting of the CurricUNET operational system shall be conducted in compliance with the standards and service commitments set forth in the Service Level Agreement attached to the Agreement as Exhibit “D”.

Phase 7: Post Acceptance Modifications

After acceptance, Client shall be entitled to receive up to a total of 120 hours of technical and programming services (the “Annual Allowance”), at no additional cost, in each twelve (12)
month period after the effective date of the contract for further customization or modifications desired by Client. Any customization or modification services exceeding said Annual Allowance shall be billed to Client at the rate set forth in the Adhoc Professional Services Section of Exhibit B.
Client may elect to procure additional products and services from Governet which are not included in the Agreement. The following outline sets forth certain such products and services, and their payment specifications. Please mark the box next to each product or service that Client wishes to purchase.

B1. OPTIONAL PRODUCTS AND SERVICES

- **CB01. Data Conversion Services**
  Provides data conversion services to both electronically and manually transfer Client’s existing currently active courses and programs from their current sources, whether electronic or paper-based, into the CurricUNET database. If Client wishes to also convert inactive, archived data, such services will be quoted separately on a fixed-cost, project basis.

  INITIAL COST: $5,000
  RECURRING COST: None

- **CB02. Onsite Training Services**
  Provides onsite training to Client staff, at appropriate facilities selected by Client. The number of Client staff accommodated by this service will only be limited by the capacity of the selected facility and the number of days chosen by Client.

  INITIAL COST: $2,500 per day, inclusive of all expenses
  RECURRING COST: None

- **CB03. Articulation Module**
  Provides an articulation module that allows the institution to manage all its articulation agreements with other institutions, including both public and private institutions.

  INITIAL COST: $7,000
  RECURRING COST: $1,000/year annual support

- **CB04. Document Management Module**
  Provides a document management module that allows users to attach electronic documents (Word, Excel, PDF, etc.) to their proposals at any stage, and to have reviewers view those documents along with the proposal. This module may also be used to retroactively create a course/program archive of scanned paper versions of historical course outlines and program/degree reports from pre-CurricUNET years.

  INITIAL COST: $5,000
PROFESSIONAL SERVICES AGREEMENT

RECURRING COST: None

- **CB05. Automated Program Review Module**
  - Provides customization and implementation services for an automated program review module, with integration to the CurricUNET system and other Client application systems as needed.
  - INITIAL COST: $25,000
  - RECURRING COST: $3,000/year annual support

- **CB06. Textbook Management Module**
  - Provides customization and implementation services for an automated textbook management module, with integration to the CurricUNET system and other client systems as needed.
  - INITIAL COST: $7,000
  - RECURRING COST: $1,000/year annual support

- **CB07. Student Advisement Module**
  - Provides customization and implementation services for an automated student advisement module, with integration to the CurricUNET system and other client systems as needed.
  - INITIAL COST: $20,000
  - RECURRING COST: $2,500/year annual support

- **CB08. Agendanet System**
  - Provides customization and implementation services for an automated agenda development system for Board of Trustee meeting agendas, including item submission processing, approval workflow, agenda production, recording of votes and minutes, and archiving.
  - INITIAL COST: $35,000
  - RECURRING COST: $5,000/year annual support

- **CB09. Outcome Assessment Module**
  - Provides customization and implementation services for an automated student learning outcome assessment module that is integrated with CurricUNET. This module systematically records, tracks, and reports the level of attainment of the student learning outcomes at the course, program, and institution levels, which are initially identified in CurricUNET. All processing is Web-based.
  - INITIAL COST: $15,000
  - RECURRING COST: $2,000/year annual support
o **CB10. Syllabus Builder Module**

Provides customization and implementation services for an automated syllabus builder module that is integrated with CurricUNET. This module guides instructors in the automated building of the section syllabi for the course sections they are teaching. The module brings forward all required data from the course outline database and populates the section syllabus template. It then allows instructors to add or amend those items that may be amended by college policy. All syllabi are permanently stored and may be searched via the Web.

INITIAL COST: $9,000  
RECURRING COST: $1,500/year annual support

o **CB11. CurricUNET Ad Hoc Report Writer**

Provides access and training in the use of the CurricUNET Ad Hoc Report writer that is integrated with CurricUNET. This tool allows a registered CurricUNET user to assemble and print ad hoc reports by specifying which data elements in the CurricUNET database they wish to extract and report on. A variety of report format and assembly functions are provided.

INITIAL COST: $5,000  
RECURRING COST: None

o **CB12. Institutional Planning Module**

Provides customization and implementation services for an automated institutional planning module that is integrated with CurricUNET, and the Automated Program Review Module and Outcome Assessment Module. The system creates a Web-based mechanism for creation, tracking, management, and reporting for an enterprise strategic plan. Templated input of institution mission, values, goal areas, goals, and initiatives/projects is provided. The system assigns accountability for plan components to designated owners and then tracks and reports results determined by user-specified performance measures.

INITIAL COST: $20,000  
RECURRING COST: $2,500

B2. **AD HOC SERVICES:**

In addition to the above specified products and services, Client may subsequently request certain services which are ad hoc in nature and are not quantifiable in advance. The pricing for such services will be as follows, if and when requested.
PROFESSIONAL SERVICES AGREEMENT

- **System Transfer Services**  
  Provides two (2) days of onsite technical assistance for system conversion/installation and training of Client IT staff for transfer of hosting of CurricUNET System from Governet to Client servers.
  
  COST: $5,000

- **Adhoc Hourly Professional Services**  
  After the initial term, Client may elect to request adhoc hourly technical services from Governet that exceed routine maintenance and support services covered by the annual maintenance service. Such adhoc hourly services are typically used for extraordinary enhancements not included in the core system. In such a case Governet will provide a firm estimate of time required for such services, and will not proceed until it receives a purchase order for the work requested.
  
  COST: $200 per hour, inclusive of all expenses

- **Project Based Services**  
  In the event Client wishes to make a major addition to the core system, Governet will offer an alternative project-based pricing methodology. This methodology eliminates the hourly pricing method and replaces it with a firm, fixed price for achievement of mutually agreed upon outcomes. Each such project is unique, with terms and prices negotiated by both parties. In certain cases where such new modules may be offered as new optional modules to other future clients, Client may be eligible for a cost recovery program (see Cost Recovery Options section below).

In all cases above, payments by Client shall be rendered within 30 days of receipt of invoice from Governet. If payment is not rendered within 30 days, there will be a late charge equal to 1½% of the amount due.

All optional prices set forth above are subject to change at the discretion of Governet. If such pricing changes are in effect at the time Client requests the optional product or services, Governet shall notify Client of the then current pricing. Client shall thereafter notify Governet of its acceptance of the requested product or service.

**B2. COST RECOVERY OPTION**  
New Module Option: Governet offers certain incentives to Clients that provide such Clients with an opportunity to offset their costs for new innovations that they pioneer. If Client becomes the first to pay for the development of a totally new CurricUNET system module that is then added to Governet’s list of optional modules for other CurricUNET clients, Client will receive a rebate equal to 5% of revenue derived by Governet from the future sales of that module (the “Cost Recovery Rebate”). Said Cost Recovery Rebate will continue until such time as Client has recovered 100% of costs and fees Client paid to Governet for the original development and implementation of the new module.
EXHIBIT C

SERVICE LEVEL AGREEMENT

This Service Level Agreement is identified as Schedule “C” to that Professional Services Agreement executed between Nevada Contractors Registry, Inc. d/b/a Governet (“Governet”) and College of the Canyons (“Client”), and specifies benchmarks to measure the performance of the Governet CurricUNET system as well as the compensation to be received by Client in the event of certain substandard performance by Governet. The terms of this Schedule “C” shall control in the event of a conflict between the terms hereof and those of the Professional Services Agreement.

SECTION A. DEFINITIONS

1) “Monthly Timeframe” shall mean each single calendar month beginning and ending at 12:00 a.m. US Mountain Standard Time (“MST”).

2) “Planned Outage” shall mean the periodic pre-announced occurrences when the CurricUNET System will be taken out of service for maintenance or care. Planned Outages will be scheduled only during the window period of time between 12:00 a.m. MST on Saturday to 11:59 p.m. MST on Sunday (the "Planned Outage Period"), and Governet shall give Client 24 hours advance notice of any such Planned Outage. This Planned Outage Period may be changed from time to time by Governet, in its sole discretion, upon prior notice to Client. Planned Outages will not exceed 4 hours per Monthly Timeframe beginning at 12:00 a.m. MST of the first day of each calendar month.

3) “CurricUNET System” shall mean the system of software and servers deployed by Governet in conjunction with the provision of services specified in the Professional Services Agreement. The CurricUNET System shall not include: (a) data transfer mechanisms; (b) any telecommunications services or infrastructure providing a connection between any Governet server used in the provision of services under the Professional Services Agreement; (c) client-side web-based server interfaces; and (d) systems under the control of Client.

4) “CurricUNET System Availability” shall mean when at least one instance of the CurricUNET System is operational. By definition, this does not include Planned Outages.

5) “CurricUNET System Unavailability” shall mean when, as a result of a failure of systems within Governet control, the CurricUNET System fails to respond to Client queries for more than sixty (60) consecutive minutes during working hours from 06:00 a.m. MST to 06:00 p.m. MST, Monday through Friday in any Monthly Timeframe. CurricUNET System Unavailability shall not include: (a) any unlawful or negligent action by Client, its agents or suppliers; (b) unavailability of Client’s network, including as a result of telecommunications or connectivity failures; (c) Client’s misuse of the CurricUNET System; or (d) events caused by force majeure. The records and data of Governet shall be the sole and authoritative source for determining incidents of CurricUNET System Unavailability.

SECTION B. RESPONSIBILITIES OF THE PARTIES

1) Governet will provide Client with a 99% CurricUNET System Availability during each Monthly Timeframe.

2) Governet shall provide Client support Monday through Friday, with the exception of federally mandated holidays, from the hours of 06:00 a.m. until 06:00 p.m. US Mountain Standard Time. Any and all service issues should be directed to the Governet Customer support department specified below.

3) Governet Customer services shall respond to all Client requests by close of business day on the day of a request unless that request was received within one hour of close of a business day. In such cases, a response will be forth coming the following business morning. Customer service representatives will use internal processes to use judgment in prioritizing their response orders in accordance with the type of service required. Consideration of those Clients with same-day issues affecting their end users will be deemed to have superior priority. Should Client be
dissatisfied with the response time or information delivered, Client will follow the escalation process as shown on the attached Service Request Escalation Form in order to obtain issue resolution.

4) Client shall promptly report any occurrence of alleged CurricUNET System Unavailability to the Governet customer service help desk in the manner required by Governet (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as CurricUNET System Unavailability for purposes of this Service Level Agreement.

5) If Governet becomes aware of a CurricUNET System Unavailability event, Governet shall promptly notify Client of the event. Both Client and Governet agree to use reasonable commercial good faith efforts to establish the cause of any alleged CurricUNET System Unavailability. If it is mutually determined to be a Governet problem, the issue will become part of the unplanned Outage Time.

6) Governet will notify Client of Planned Outages outside the Planned Outage Period at least seven (7) days in advance of such Planned Outage. In addition, Governet will use reasonable commercial good faith efforts to maintain an accurate 30-day advance schedule of possible upcoming Planned Outages.

7) Governet will use commercially reasonable efforts to restore the critical systems of the CurricUNET System within 24 hours in the event of a force majeure and restore full system functionality within 48 hours. Outages due to a force majeure will not be considered CurricUNET System Unavailability.

SECTION C. OFFSETS

1) If Governet determines that CurricUNET System Availability does not meet the standard set forth above in paragraph B.1 in any Monthly Timeframe, Governet will provide a monetary offset to Client equal to the percentage (%) deficiency multiplied by the monthly Fee for that month paid by Client under the Professional Service Agreement. For purposes of example only, if CurricUNET System Availability is determined to be 99.8% and Client is paying the sum of $15,000 per year under the Professional Services Agreement, the total offset would be $15 (i.e. $15,000 x .1%). The offset shall be applied to reduce the Annual Maintenance Fee payable by Client for the year following the date such offset determination is made. Furthermore, if Governet fails to meet the CurricUNET System Availability standard in any two (2) consecutive months during a twelve (12) month period, Client may elect to terminate the Professional Services Agreement.

2) All claims for offset pursuant this Section C shall be made using the attached System Unavailability Claim Form within thirty (30) days after the date the alleged deficiency in CurricUNET System Availability. Claims made after such thirty (30) day period will not be eligible for any offset compensation. The written notice to Governet shall include a description of the deficiency in service and shall be accompanied by such documentation as may be necessary for Client to establish the claim. Governet will thereafter investigate the claim and will provide a written response within ten (10) days after the date of receipt of the claim. If Governet fails to provide the response within said ten (10) day period, then the claim shall be deemed accepted by Governet and Client shall be entitled to the offset set forth above in Section C (1).

3) Claims shall only be permitted for CurricUNET System services purchased directly by Client from Governet. The offset provided herein shall be Client’s sole and exclusive remedy, and Governet’s sole and exclusive liability for its failure to meet the performance standards set forth in this Service Level Agreement.
Service Request Escalation Form

Governet Corporate Office

Address:

Las Vegas, NV _____________

Fax: __________________________

<table>
<thead>
<tr>
<th>Point of Escalation</th>
<th>Name</th>
<th>Email</th>
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<tbody>
<tr>
<td>Client Representative</td>
<td>________________</td>
<td>_______________________</td>
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<tr>
<td>Manager</td>
<td>________________</td>
<td>_______________________</td>
</tr>
<tr>
<td>Chief Operating Officer</td>
<td>________________</td>
<td>_______________________</td>
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</tbody>
</table>
# System Unavailability Claim Form

**Date of Submission:**

**Client Name:**

**Name of Individual Submitting Claim:**

**Contact Information of Individual Submitting Claim:**

- **Email:**
- **Telephone:**

<table>
<thead>
<tr>
<th>Description of Claim</th>
<th>Documentation Submitted in Support of Claim</th>
<th>Date(s) of Occurrence</th>
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*Claims must be submitted by email to: ________________________; or by facsimile to: ____________

*Governet email logs shall be deemed the sole evidence of receipt of a claim submitted by email.*
# BG 14–19

## BACKGROUND / ANALYSIS:

Federal regulations require principle investigators associated with grants and projects to disclose certain financial interests to ensure that the design, conduct or reporting of federally-funded projects will not be biased. Because the District is currently participating in such projects it is required to maintain an appropriate written and enforced policy on conflict of interest; and ensure that all conflicts of interest for each award are managed, reduced or eliminated prior to the expenditure of the award funds.

This proposed policy describes the conditions under which these financial interests should be disclosed by investigators, regardless of whether the investigator is a Santa Clarita Community College District (SCCCD) employee or not. The procedure is applicable to all sponsored projects and educational activities supported by the National Science Foundation (NSF) and other federal agencies, and by other sponsors and programs that specifically request review consistent with federal regulations on objectivity in sponsored projects.

The proposed policy, which was presented to the Board of Trustees for First Reading at the June 9, 2010 Board meeting, has been reviewed and endorsed by the Academic Senate and the College Policy Council. It is attached for review.

## FISCAL IMPLICATIONS:

None.

## RECOMMENDATIONS:

Move approval of Board Policy (BP) 3890 - Disclosing Financial Interests Relevant to Federally Sponsored Projects, Second Reading.

Submitted by: Diane Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: Michael Wilding
I. PURPOSE & SCOPE

Federal regulations require Investigators to disclose certain financial interests (as defined below) to ensure that the design, conduct or reporting of federally-funded projects will not be biased. Each grantee institution is required to maintain an appropriate written and enforced policy on conflict of interest and that all conflicts of interest for each award are managed, reduced or eliminated prior to the expenditure of the award funds. If the institution carries out agency-funded projects through subawardees, contractors or collaborators, the Institution must take reasonable steps to ensure that:

A. The Institution has its own policies in place that meet the requirements of this policy; or
B. Investigators working for such entities follow the policies of the primary institution.

This policy describes the conditions under which these financial interests should be disclosed by Investigators, regardless of whether the Investigator is a Santa Clarita Community College District (SCCCD) employee or not. The procedure is applicable to all sponsored projects and educational activities supported by the National Science Foundation (NSF) and other federal agencies, and by other sponsors and programs that specifically request review consistent with federal regulations on objectivity in sponsored projects.

Each Investigator is required to disclose all significant financial interests of themselves, their spouse and dependent children that:

A. would reasonably appear to be affected by the sponsored projects or educational activities funded or proposed for funding; or
B. in entities whose financial interests would reasonably appear to be affected by such activities.

Financial interests disclosed by SCCCDD Investigators are reviewed by the Chief Business Officer (CBO). The CBO will determine whether a conflict of interest exists, and determine what conditions or restrictions, if any, should be imposed by the institution to manage, reduce or eliminate such a conflict of interest. A conflict of interest exists when the reviewer (CBO) reasonably determines that a significant financial interest could directly and significantly affect the design, conduct, or reporting of Federally-funded projects and educational activities.
Examples of conditions or restrictions that might be imposed to manage, reduce or eliminate conflicts of interest include, but are not limited to:

A. public disclosure of significant financial interests;
B. monitoring of project by independent reviewers;
C. modification of the project plan;
D. disqualification from participation in the portion of the Federally-funded project that would be affected by significant financial interests;
E. divestiture of significant financial interests; or
F. severance of relationships that create conflicts, in accordance with bargaining agreements and the Education Code.

If the reviewer determines that imposing conditions or restrictions would be either ineffective or inequitable, and that the potential negative impacts that may arise from a significant financial interest are outweighed by interests of scientific progress, technology transfer, or the public health and welfare, then the reviewer may allow the research to go forward without imposing such conditions or restrictions. Such findings will be thoroughly documented and periodically reviewed.

II. DEFINITIONS

Investigator: For purposes of this procedure, Investigator means any individual who shares responsibility for the design, conduct or reporting of the results of a sponsored project with the Principal Investigator.

Principal Investigator (PI): An Investigator (normally an academic appointee) who has primary responsibility for the scientific and technical conduct, reporting, fiscal and programmatic administration of a sponsored project.

Significant Financial Interest: Anything of monetary value, including, but not limited to, salary or other payments for services (e.g. consulting fees or honoraria); equity interest (e.g. stocks, stock options or other ownership interests); and intellectual property rights (e.g., patents, copyrights and royalties from such rights).

The term does not include:

A. salary, royalties, or other remuneration from the applicant institution;
B. any ownership interests in the institution, if the institution is an applicant under the Small Business Innovation Research Program or Small Business Technology Transfer Program;
C. income from seminars, lectures, or teaching engagements sponsored by public or non-profit entities;
D. income from service on advisory committees or review panels for public or nonprofit entities;
E. an equity interest that, when aggregated for the investigator and the investigator’s spouse and dependent children, meets both of the following tests; (i) does not exceed $10,000 in value as determined through reference to public prices or other reasonable measures of fair market value; and (ii) does not represent more than a 5% ownership interest in any single entity; or

F. salary, royalties or other payments that, when aggregated for the investigator and the investigator’s spouse and dependent children, are not expected to exceed $10,000 during the twelve-month period.

III. DISCLOSURE OF SIGNIFICANT FINANCIAL INTERESTS

Investigators are required to disclose Significant Financial Interests as defined below. In all cases, reporting is required for the individual, his/her spouse or registered domestic partner, and any dependent children.

Disclosure of Financial Interests will be reviewed by the CBO to determine whether they reasonably appear to directly and materially affect the design, conduct or reporting of projects and thereby constitute a conflict of interest that may need to be managed, reduced or eliminated. If the Institution finds that it is unable to satisfactorily manage a conflict of interest, the CBO will notify the funding agent.

A. Significant Financial Interests That Must be Disclosed

All Investigators must disclose:

- Any Significant Financial Interests that would reasonably appear to be affected by the sponsored project for which funding is sought; and/or
- Any Significant Financial Interests in entities whose financial interests (e.g., its earnings, value, sales of its products, etc.) would reasonably appear to be affected by the sponsored project.

B. Who Must Disclose Significant Financial Interests

- All SCCCD Investigators who share responsibility for the design, conduct or reporting of the sponsored project results must disclose Significant Financial Interests to the SCCCD.
- Collaborators from other institutions who share responsibility for the design, conduct or reporting of project results, and who will be conducting services under a sub-grant or subcontract from the SCCCD are expected to comply with the policies and procedures for disclosure and review of any Significant Financial Interest at the institution at which they are employed. Those institutions are responsible for reviewing those disclosures and, if conflicts are identified, for sending the SCCCD assurances of their ability to manage, reduce or eliminate the conflicts.
- Collaborators who share responsibility for the design, conduct, and reporting of project results, and who will participate in the sponsored
project under an independent consulting agreement issued by the SCCCD should be identified as Investigators by the SCCCD PI and should complete the SCCCD disclosure forms. If, upon review, SCCCD determines that these financial interests could directly and significantly affect the design, conduct, or reporting of the project to be performed under the agreement, consultants will be expected to adhere to the plans put in place to eliminate, reduce or manage the identified conflicts of interest.

C. When Must Disclosures be Made

Disclosures of Significant Financial Interests must be made:

- Each time a request for new funds is submitted to any federal agency;
- Each time a request for support is submitted to another sponsored program that requires review under federal regulations;
- Any time a new Investigator is added to the project; and
- Any time during the term of an ongoing award that an Investigator has a change in a reportable Significant Financial Interest or acquires a new Significant Financial Interest that was not reported on the original disclosure form.

Examples of situations in which Significant Financial Interests should be disclosed include, but are not limited to:

- An Investigator is conducting a sponsored project where the results could be relevant to the development, manufacturing or improvement of the products or services of an entity in which the Investigator has a Significant Financial Interest.
- An Investigator has a Significant Financial Interest in an entity which might manufacture or commercialize a drug, device or procedure that might result from the sponsored project; or which manufactures or sells any product that will be tested or used in the sponsored project, or that would reasonably appear to be affected by the project.
- An Investigator has a Significant Financial Interest in an entity which manufactures or sells a concomitant or comparator drug, device, or procedure and would reasonably appear to be affected by the project.
- An Investigator received consulting income that exceeded $10,000 from any entity during the prior 12 months or anticipates receiving income of $10,000 or more over the next 12 months, and the financial interests of that entity would reasonably appear to be affected by the project.
- An Investigator has a Significant Financial Interest in an entity to which a portion of the work under the project will be subcontracted, from which space will be leased, to which participants will be referred, or from which purchases will be made.
• An Investigator is carrying out a sponsored project and has a Significant Financial Interest in an entity that is part of a consortium or that will otherwise participate in the sponsored project.

In accordance with federal regulations, all disclosures must be received by the Business Office before the application for funding is submitted to any federal agency. All reviews must be completed and, if required by sponsor policy, notification provided to funding agent before the funds can be expended. Financial disclosures will be updated during the period of the award on an annual basis, when a new investigator is added to the project or as new reportable significant financial interests are obtained.

D. Record Retention
The Institution will maintain records of all financial disclosures and of all actions taken to resolve conflicts of interest for at least three years beyond the termination or completion of the grant to which they relate, or until the resolution of any action by the sponsor involving those records, whichever is longer. Records relating to unfunded projects need not be retained. The information provided in disclosure forms may be released or transmitted to the sponsor upon request.

E. Sanctions
Failure of a SCCCD Employee to file a complete and truthful financial disclosure for pending proposals, or when a new interest is obtained, or failure to comply with any conditions or restrictions directed or imposed, including failure to cooperate with appointed project monitoring bodies, may be grounds for discipline in accordance with applicable bargaining agreements, the California Education Code and SCCCD policies in a manner proportional to the circumstances of the infraction. Agreements with consultants who either fail to file a complete disclosure or fail to comply with any conditions or restrictions imposed may be terminated for cause. In addition, federal regulations may require reports to the federal sponsor of any violations of federal regulations and SCCCD policy. If an Investigator’s failure to comply with this policy has biased the design, conduct, or reporting of federally supported project, the CBO will promptly notify the appropriate agency of the corrective action taken or to be taken.

F. Policy Review
This policy will be reviewed for currency at least every 5 years.
### AGENDA

**CATEGORY**

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>APPROVAL OF UNIVERSITY CENTER EDUCATIONAL PROGRAM AGREEMENT BETWEEN SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND THE AMERICAN COLLEGE</th>
</tr>
</thead>
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**BACKGROUND / ANALYSIS:**

The University Center opened in January 2002 to provide the opportunity for students to continue their education at College of the Canyons. By bringing bachelor's, masters and doctoral degrees from four-year colleges and universities to the College of the Canyons campus, the University Center removes barriers such as childcare, traffic, and work schedules.

This Educational Program Agreement adds seven new programs to the University Center offered by The American College:

- Masters of Science in Financial Services;
- Life Underwriter Training Council Fellow (LUTCF);
- Certified Financial Planning (CFP);
- Chartered Life Underwriting (CLU);
- Chartered Financial Consultant (ChFC);
- Chartered Advisor for Senior Living (CASL); and
- Chartered Advisor in Philanthropy (CAP).

The agreement has been distributed under separate cover and is available in the Office of Institutional Development, Technology and Online Services upon request.

**FISCAL IMPLICATIONS:**

Projected annual revenue from this agreement to College of the Canyons is expected to be $4,000.

**RECOMMENDATIONS:**

Move approval of University Center Educational Program Agreement between Santa Clarita Community College District and The American College.

Submitted by: Cathy Ritz

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
This Educational Program Agreement ("Agreement") is entered into on this 24th day of June, 2010 ("Effective Date") by Santa Clarita Community College District ("District"), a California community college district and political subdivision of the State of California, and The American College ("University"). District and University are also referred to collectively as the “Parties” and individually as the “Party.”

RECITALS

A. WHEREAS, District is a community college district that offers associates in arts and science degrees in various academic programs as well as credentials in various programs to students in the Santa Clarita Valley and surrounding areas;

B. WHEREAS, increasing student enrollment and interests have created demands for new academic, occupational and other programs, training, and advanced degrees without commuting long distances to attend other educational institutions, and for the facilities in which to house them;

C. WHEREAS, District owns and operates the University Center ("Center"), a facility located on District’s Valencia Campus ("Campus"), 26455 Rockwell Canyon Road in Santa Clarita, California;

D. WHEREAS, it is to the benefit of students, the community, District, and University for University to offer academic, occupational and other programs, training, and advanced degrees at the Center and eliminate the need for students to commute long distances;

E. WHEREAS, District desires, as authorized by the California Education Code, including but not limited to Sections 10400 to 10407, 70902, 81430, 81600, and 81601 to allow for, coordinate, and cooperate with University for University to offer academic, occupational and other programs, training, and advanced degrees at the Center to students; and

F. WHEREAS, the Parties desire by this Agreement to set forth the terms and conditions upon which University, in coordination and cooperation with District, will offer academic, occupational and/or other programs, training, or advanced degrees at the Center to students.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Agreement, and for consideration, the sufficiency of which is acknowledged by the Parties’ signatures herein, the Parties agree as follows:

Section 1. SCOPE OF AGREEMENT.

University shall cooperate and coordinate with District in accordance with the terms and conditions of this Agreement to provide academic, occupational, and/or other programs, training, or advanced degrees at the Center to students.

Section 2. DUTIES AND OBLIGATIONS.

2.1 Educational Programs. University shall, in coordination and cooperation with District, provide the academic, occupational, and/or other programs, training, or advanced degrees (collectively "Programs") listed in Exhibit A, attached hereto and incorporated as a part of this Agreement. University shall be fully accredited by a recognized regional accrediting agency in the Programs and shall provide verification thereof to District upon District’s request.

2.2 Scheduling of Programs at Center and Request for Use of Space; and Return of Space.
2.2.1 Notice and Request for Scheduling. University shall coordinate and cooperate with District to schedule its training and courses within its Programs at the Center in accordance with the following:

(a) University Request. University shall exercise reasonable diligence to notify District of University's intent to offer a particular course or training, and to request use of any space at the Center at least thirty (30) days before the date University will commence instruction and use of such space. If University provides less than the thirty (30) days notice, space may not be available to be provided to University.

(b) District Consideration and Approval. After receipt of a request for space from University and, if District approves the use by University of the requested space, District shall complete and sign the Request Form, attached hereto as Exhibit B and incorporated herein by reference. District shall then transmit the Request Form to University for University's consideration, approval, and signature. If University accepts the terms and conditions set forth in the Request Form, University shall return a fully executed original of the Request Form to District within five business days after University receives the Request Form from District. In the event District does not receive the Request Form within the five business days, District may use or allocate the space listed in the Request Form to any third parties.

(c) Amendment to Agreement and Conflicts. The fully executed Request Form constitutes an amendment to this Agreement without any further action by the Parties. All other terms and conditions of this Agreement remain unaltered. Each space upon which the Parties have agreed, as evidenced by a fully executed Request Form, is referred to as “Approved Space.” If any conflict exists between the fully executed Request Form and this Agreement, the Request Form shall govern. If any conflict exists between two or more Request Forms that have been fully executed by the Parties, the terms and conditions of the Request Form that is most recent in time shall govern absent a mutual agreement otherwise.

2.2.2 Return of Approved Space Before Expiration of Use Period. After a Request Form has been fully executed by the Parties pursuant to Section 2.2.1 above, if University will not use or ceases use of an Approved Space before expiration of the period for use of the Approved Space as stated in the Request Form (“Use Period”), University may request that District approve a return to District of the Approved Space in accordance with the following:

(a) University Request. University may request, through Exhibit B, District's approval to return an Approved Space to District.

(b) District Consideration of Request. After receipt of University's request to return an Approved Space, District shall notify University whether District tentatively approves of such a return. District shall have the right to inspect and to condition approval of any return of Approved Space upon such inspection and District's determination that no loss, damage or destruction has occurred to the Approved Space due to any acts or omissions of University and/or its officers, employees, volunteers, agents or students. If any such loss, damage or destruction has occurred, University shall pay District the full cost to replace or repair the Approved Space to its prior condition, normal wear and tear by University or loss, damage, and/or destruction caused solely by District and/or its officers, employees, volunteers, agents or students excepted. University shall make such payment within fifteen (15) days after University receives an invoice and before District provides final approval of the return of an Approved Space.

(c) Execution of Request Form, Amendment to Agreement, and Conflicts. Upon University's full satisfaction of any required payment and/or conditions, District shall indicate any final approval of the return of an Approved Space by executing the Return Form, attached hereto as Exhibit B and incorporated herein by reference, and transmitting a fully executed Return Form to University. A Return Form (Exhibit B) signed by University and District constitutes an amendment to this Agreement with respect to the Returned Space without any further action by the Parties. All other terms and conditions of the Return Form and this Agreement shall remain unaltered. In the event of any conflicts between the Return Form and this Agreement, the Return Form shall govern. If there are any conflicts between two or more Return Forms that have been fully executed by the Parties, the Return Form that is most recent in time shall govern absent a mutual agreement otherwise.
(d) Rights and Obligations Upon Return of Approved Space.

(1) Returned Space. University’s right to use and responsibility for the Approved Space shall terminate upon District approving the return of the Approved Space and University physically surrendering the Approved Space to District (“Returned Date”). Any Approved Space approved by District for return and surrendered by University shall be referred to as “Returned Space” and is no longer an Approved Space.

(2) Payment Obligation. Notwithstanding (1) above, University shall pay to District: (A) all Use Fees, as defined in Section 6.1.1 herein, for the period beginning on the first date of the Use Period stated in the Request Form and to and including the Returned Date; (B) any other Fees due to District as of the Returned Date; (C) any Late Charge as of the Returned Date; and (D) other expenses and costs relating to the Returned Space, including but not limited to any cost to replace, repair, or restore the Returned Space. University shall make such payment to District by no later than fifteen (15) days after the Returned Date.

2.2.3 Return of Approved Space After Expiration of Use Period.

a) Return of Approved Space. After the expiration of the Use Period for an Approved Space, the Approved Space and all rights thereto shall revert to the District, and District shall have the right to inspect the Approved Space. If there are any loss, damage, or destruction to the Approved Space, the provisions of Section 5.1 herein shall apply.

(b) Rights and Obligations Upon Return of Approved Space.

(1) Returned Space. University’s right to use and responsibility for the Approved Space shall terminate upon University physically surrendering the Approved Space to District (“Returned Date”). Any Approved Space surrendered by University to District shall be referred to as “Returned Space” and is no longer an Approved Space.

(2) Remaining Obligations. Notwithstanding (1) above, University shall pay to District: (A) all outstanding Use Fees, as defined in Section 6.1.1 herein, for the Use Period stated in the Request Form; (B) any other Fees due to District as of the Returned Date; and (C) any Late Charge as of the Returned Date. Moreover and notwithstanding (1) above, University shall satisfy all obligations under Section 5.1 herein.

2.2.4 Office. University may request that District approve an office (“Office”) for the exclusive use by University during the Term of this Agreement. Any such request and return of the Office shall be governed by the request for approval and return process in Sections: 2.2.1, 2.2.2, and 2.2.3 above, and such Office shall be considered Approved Space and Returned Space, as applicable.

2.3 Shared Use. The Parties acknowledge that multiple parties will use the Center. In addition to University, District uses the Center to operate District’s academic and other programs. Other universities, pursuant to their respective agreements with District, will also offer academic, occupational, and/or other programs, training, or advanced degrees at the Center to students.

2.3.1 Common Areas. University shall have the right, on a shared use basis with District, other educational institutions, and third parties, to use the following common areas (collectively “Common Areas”):

(a) At the Center: cafeteria, vending areas, front lobby, student lobbies on the second and third floors, outdoor patios on the ground and third floors, concourses on second and third floors and travel paths;

(b) At the Campus: bookstore, cafeteria, library, snack bar, outdoor fields and areas that are available to District students and faculty, and paths of travel; and

(c) Other District facilities or premises that District, in its sole discretion and in writing, may make available for use by University students and faculty.
The right of University students and faculty to use the Common Areas shall be on the same basis as District students and faculty. University students and faculty must comply with District board policies, regulations, and procedures in using the Common Areas.

2.3.2 Keys. District shall issue to University an appropriate number of keys to the Office, if an Office is approved by District for use by University. All other Approved Space shall be unlocked by and access thereto obtained through District.

2.3.3 Parking. Parking for University staff and students will be provided on the same basis as for District staff and students. All parking is available on a first-come, first-served basis. University shall provide District with the names of University’s faculty who need parking permits. District will provide each University faculty with the appropriate parking permit. University’s use of parking spaces shall be at University’s sole risk.

2.4 Furnishings, Equipment, and Supplies. Except for furnishings, equipment, and supplies stated in this Section 2.4 or as the Parties may mutually agree upon in writing, University is responsible, at University’s cost, to provide any furnishings, equipment, and supplies that University may need to operate University’s Programs at the Center. All furnishings, equipment, and supplies provided by University shall remain University’s property and shall be removed from all classrooms and any Common Areas after each use of such space by University.

2.4.1 Office.

(a) District shall equip the Office with customary office furniture as District determines appropriate. University, at University’s expense, shall provide all other furnishings, equipment, and supplies as University determines appropriate for the Office, including office supplies, computers, printers, and facsimile machines. Within five (5) business days of District’s request, University shall provide District with a written inventory of University’s furnishings and equipment that are located in the Office, if an Office is approved by District for use by University.

(b) District shall provide telephones and required services to operate them in the Office. With respect to Internet connectivity, District is responsible for obtaining, upkeep, and maintenance of connectivity and the cost of Internet access services. However, District reserves the right, at any time during the Term of this Agreement and upon thirty (30) days written notice to University, to charge and obtain payment from University for any costs and fees for telephone services and internet connectivity used by University at the Center, or to require University to provide University’s own telephones, telephone services, and Internet connectivity and services.

2.4.2 Classroom. District shall equip each classroom with tables and chairs, a whiteboard/blackboard, a projection screen, overhead projector, and any such other equipment and furnishings as District deems appropriate for the particular classroom. University shall provide, at University’s expense, all supplies that University may need in the classrooms, including dry erase markers and any furnishings or equipment. University shall remove such supplies, equipment, and furnishings from the classrooms after each use of a classroom by University.

2.4.3 Computer Laboratory. District shall equip each laboratory with up to twenty-four (24) desktop or wireless laptop stations. The computer at each station shall be equipped with software as District determines appropriate. University shall not install any software or program on any of the computers without first obtaining District’s written approval.

2.4.4 Other Laboratory. District shall equip each laboratory with furnishings, equipment, and supplies as District determines proper and necessary for the laboratory and for use by District. University shall not use any equipment or supplies in the laboratory without first obtaining District’s written approval. University shall provide, at University’s expense, any equipment and supplies University may need in the laboratory. University shall remove such equipment or supplies provided by University from each laboratory after each use of the laboratory by University.

2.4.5 Interference or Disruption Prohibited. Any furnishings, equipment, or supplies used by University at the Center shall not interfere with or disrupt the operations of the Center or any other District facilities and systems. University’s equipment, service systems, and other service connectivity shall also not interfere with the operations and service of the equipment, service systems, and Internet and other service
connectivity of District or third parties at the Center, on the Campus, or at any other District premises or facilities. Before University may install any equipment, service systems, or other service connectivity, University shall first obtain District’s written approval. Except as provided in Section 2.4.1(b) above, University shall not use any equipment, service systems, and Internet or other service connectivity to access District’s equipment, service systems, or Internet or other service connectivity at the Center, Campus, or any other District premises or facilities.

2.5 Maintenance. Except as expressly agreed upon otherwise in writing by the Parties, District is responsible, at District’s cost, to maintain the Center and all District furnishings and equipment at the Center. Maintenance shall include routine maintenance and repair of, and daily janitorial service at, the Center. Maintenance does not include work to repair or replace any loss, damage, or destruction of the Center or any furnishings, equipment, or supplies arising from or caused by any acts or omissions of University and/or University’s officers, employees, vendors, contractors, or other agents.

2.6 Utilities. Except as expressly agreed upon otherwise in writing by the Parties, District is responsible, at District’s cost, for all utilities used at the Center, including those used by University.

2.7 Conditions Governing Use of Center.

2.7.1 Permitted Use. University shall use the Center and all other approved District facilities for the sole purpose of providing courses and training in University’s Programs to students and supporting such Programs in accordance with this Agreement and all laws applicable to public educational facilities.

2.7.2 Alteration or Modification. University shall not alter, renovate, or otherwise modify any space at the Center or other District property without first obtaining District’s written approval. Any alteration, renovation, or modification of the Center or other District property that is approved by District shall be at University’s sole expense and liability, and subject to any additional terms and conditions as the Parties may agree upon and all laws, regulations, rules, and orders that apply to community college districts with respect to such work.

2.7.3 Disposition and Liens. University shall not sell or otherwise dispose or cause liens, assessments, or any other charges or liabilities to be recorded or levied upon the Center or any other District property.

2.7.4 Access and Inspection. University shall permit District and District’s employees, agents, and representatives to enter upon any Approved Space at the Center that University is using to inspect the Approved Space or make repairs, alterations, or additions. District shall attempt to give reasonable notice to University where practicable but shall not be obligated to do so in the event of an emergency or imminent threat to the health or safety of occupants.

2.7.5 Supervision and Discipline of Employees and Students; and Identification.

a) University is responsible for the supervision and discipline of University’s employees and students while they are at the Center or at any other District facilities. District reserves the right, but shall not be obligated, to take any actions that District determines appropriate to prevent, stop, or otherwise handle any incidents of misconduct that may occur at the Campus by or involving University employees and/or students. University shall promptly address all incidents of misconduct involving University employees or students, including those incidents that are brought to University’s attention by District.

b) All University employees, at all times while at the Center or any other District facilities, performing services related to this Agreement, shall have written identification indicating their employment with University. Such identification shall be provided upon District’s request.

2.7.6 Policies, Rules, and Regulations. University shall comply with all District policies, regulations, and procedures governing the use and operations of District facilities. University shall also comply with all laws and regulations governing the use and occupancy of the Center, including the Civic Center Act, and all state and local fire, health, and safety laws, ordinances, and regulations.

2.7.7 Smoking, Gambling, Alcohol, and Unsuitable Use Prohibited. Smoking is prohibited at the Center and other District property except in those locations clearly designated as an approved smoking area. The
Center and other District property shall not be used for gambling or other games of chance. The use of alcohol is prohibited at the Center and other District property except under special circumstances described in California statute. University shall not use the Center or other District property for any purpose that is inimical to public morals and welfare, or unsuitable for a public educational facility.

2.7.8 Damage, Destruction, Waste, and Other Prohibited Use. University shall not damage or destroy the Center, or any furnishings, equipment, and supplies of District or third parties located at the Center, the Campus, or any other District facilities. University shall further not commit any waste upon the Center or any other District property or place any loads upon the floor, walls, or ceiling that endanger any structure. University shall also not commit any discharge, leakage, spillage, or pollution of any type upon or from the center or any other District property. Moreover, University shall not place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Center or of any other District property. University shall also not dump or permit to remain upon any part of the Center or other District property any waste materials or refuse, except in containers designated for that purpose. Should any discharge, leakage, spillage, emission, waste, or pollution of any type occur upon or from the Center or any other District property, in whole or in part, as a result of University’s use and/or occupancy thereof, University, at University’s sole cost, shall clean all the property affected to the satisfaction of District and any governmental agencies having jurisdiction over the Center and such other District property.

2.8 Sign. District shall procure and install a sign to be located in front of the Center listing University’s name. District shall determine the size, color, and other characteristics of the sign. At its discretion, District may request and upon such a request, the Parties shall negotiate in good faith to mutually agree upon a reasonable pro-rata cost for procurement and installation of the sign. University shall not install or place any other sign at or around the Center or Campus without first obtaining District’s written approval.

2.9 Additional Issues. This is the first time the Parties are entering into an agreement for the provision of educational programs and use of the Center for such purpose. The Parties have done their best to negotiate and anticipate issues; however, in a shared use scenario, issues may arise. If such issues arise, the Parties shall cooperate to resolve them.

Section 3. TERM AND RENEWAL OF AGREEMENT.

3.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter until June 23, 2015 (“Term”), unless terminated during the Term pursuant to Section 4.1 below.

3.2 Renewal. Upon expiration of the Term of this Agreement, the Parties may mutually agree in writing to renew this Agreement for a successive term of the same duration as set forth in Section 3.1 above or for a longer or shorter period.

Section 4. TERMINATION OF AGREEMENT.

4.1 Termination. Any termination of this Agreement during the Term shall be in accordance with the following:

4.1.1 Material Breach. Either Party may terminate this Agreement upon a material breach of this Agreement by the other Party. A Party intending to terminate this Agreement shall provide the breaching Party with at least sixty (60) days written notice before the effective termination date. Such notice shall specify the provision of this Agreement that was breached and provide the breaching Party with an opportunity to cure within the 60 days. Upon expiration of the 60 days and if the breaching Party has not cured the breach and provided written notice of such cure to the non-breaching Party, this Agreement shall terminate. Upon termination of this Agreement, the non-breaching Party shall provide written notice to the breaching Party of the effective date of termination of this Agreement.

4.1.2 Other Grounds. This Agreement may also be terminated as follows:

(a) Upon Notice. Either Party may terminate this Agreement without cause upon providing the other Party with at least nine (9) months written notice before the effective date of termination. However, if the effective termination date occurs during the academic session of University and University, on the effective date of termination, is providing any course, program, and/or training pursuant to University’s Programs and this Agreement, this Agreement shall terminate effective the date following the end of the academic session of University that is in progress.
(b) **District Facilities Need.** After a finding by District’s Board of Trustees that any or all spaces at the Center is necessary to accommodate District’s students, employees, programs, courses, training, or other activities, District may terminate this Agreement upon providing University with at least 120 days written notice before the effective date of termination. However, if the effective termination date occurs during the academic session of University, and University, on the effective date of termination, is providing any course, program, and/or training pursuant to University Programs and this Agreement, this Agreement shall terminate effective the date following the end of the academic session of University that is in progress.

(c) **Mutual Termination.** The Parties may terminate this Agreement by mutual agreement set forth in writing and signed by the Parties.

(d) **Insufficient Student Registration.** University may terminate this Agreement if, by the tenth business day prior to the beginning of University’s academic session, an insufficient number of students, as determined by University, have registered for University’s Programs, and University provides District with written notice of termination by the fifth business day prior to the beginning of the academic session. University shall be solely responsible for notifying any students who have registered for University’s Program. Once an academic session has begun, University may not terminate this Agreement pursuant to this Section 4.1.2(d) despite insufficient student registration and enrollment in University’s Programs.

(e) **Destruction of Center.** This Agreement shall terminate if the Center is completely destroyed (destruction of more than forty percent (40%) of the classroom space) or if the Center is determined by the appropriate governmental authorities to be not suitable for occupancy and the District determines that the Center will not be restored or repaired.

4.2 **Rights and Obligations Upon Termination.** Upon termination of this Agreement, whether pursuant to Section 4.1 above or expiration of the Term, the following shall apply:

4.2.1 **Payment and Restoration Obligations.** University shall pay District all Fees, Late Charges, and any other costs and fees that are due to District as of the effective date of termination. Payment of these fees and costs must be received by District within five (5) business days of the effective date of termination of this Agreement. University shall also satisfy all obligations under Section 5.1.

4.2.2 **Removal of University Personal Property.** No later than 15 business days of the effective date of termination of this Agreement, University shall remove all of University’s furnishings, equipment and supplies from the Center and Campus. Any University property that is not removed within ten (10) business days after notification by District to University shall be deemed abandoned and District may keep the property without any compensation to University, or remove and/or dispose of the property as District deems proper. If District incurs any cost to remove and/or dispose of the property, District will invoice University and University shall pay District within fifteen (15) business days of the date of the invoice.

4.2.3 **Return of District Personal Property.** No later than 15 business days of the effective date of termination of this Agreement, University shall return to District and completely surrender any District equipment or property in University’s possession, custody, or control.

4.2.4 **Surrender and Vacate Center.** By the end of business on the effective date of termination of this Agreement, University shall completely surrender and vacate all Approved Spaces, including any Office approved for use by University, Common Areas, and any other District space or facilities.

4.2.5 **District Reserved Rights.** As titleholder to the Center, District shall have the right, upon termination of this Agreement, to recoup the full rights and benefits of such ownership, including but not limited to use of the Approved Spaces for District’s programs and services. Without any notice to University, District shall also have the right to re-enter and take possession of all Approved Spaces and eject University, and its officers, employees, volunteers, agents and students, and any University tenants, assignees or other person or persons claiming any right under or through University.
4.3 **Holdover.** If University holds over in use of the Approved Space or any equipment that the Parties mutually agree in writing that University may use after the termination of this Agreement, such holding over shall not be deemed to extend the period for University to use such spaces or equipment, or to provide University with any implied or expressed right to such use, but the use shall continue upon the covenants and conditions in this Agreement at one hundred twenty-five percent (125%) of the Use Fees.

Section 5.0 **Repair and Restoration of Property.**

5.1 **Approved Spaces, Common Areas, and Other District Property.** All Approved Spaces and Common Areas shall be in the condition that existed on the date that University commenced occupation or use thereof, excepting normal wear and tear. On or immediately preceding the date on which University shall commence occupation or use of an Approved Space, the Parties shall inspect the Approved Space. If University has not previously used the Common Areas, the Parties shall also inspect the Common Areas. During the inspection of any Approved Space or the Common Areas, the Parties shall document the then-existing condition of the Approved Space or Common Areas, which documentation may include photographs thereof ("Pre-Existing Condition"). If repair or replacement of any Approved Spaces or Common Areas is necessary to restore any such spaces to their Pre-Existing Condition, the provisions of this Section 5.1 shall apply. The provisions of this Section 5.1 shall also apply if there are any loss, damage, or destruction to any other District structures, facilities, furnishings, equipment, or other property, whether real or personal property.

5.1.1 **Solely Caused by University.** If repair or replacement is necessary due to loss, destruction, or damage caused solely by University and/or University's officers, employees, volunteers, agents or students, District, at District's option, may require University, at University's expense, to perform such work or require University to reimburse District for all costs and fees incurred by District to perform such work. If required by District to perform the work, University shall promptly perform and complete such work by no later than thirty (30) days after the effective date of termination of this Agreement or receipt of District's written notice for University to perform the work, whichever is earlier. If District requires reimbursement from University, University shall pay such reimbursement within thirty (30) days of the date of District's invoice.

5.1.2 **Jointly Caused by Parties.** If repair or replacement is necessary due to loss, destruction, or damage caused jointly by the Parties, each Party shall be responsible for repair or restoration to the Pre-Existing Condition, and for the associated costs, in proportion to each Party's liability for the loss, destruction, or damage. District, at District's option, and with written notice to University before commencement of any work, may elect to perform all repair or replacement work with each Party responsible for payment of the associated costs in proportion to each Party's liability for the loss, destruction, or damage. If District elects to perform the repair or replacement work, University shall pay University's proportional cost to District within thirty (30) days of the date of District's invoice.

5.1.3 **Caused by Unknown or Unaffiliated Third Parties.** If repair or replacement is necessary due to loss, destruction, or damage caused by a third party whose identity cannot be determined, or is determined not to be a University employee, volunteer, agent, or student and not to be a District employee, volunteer, agent or student, District shall be responsible for all work, and all costs associated with, the repair or replacement, unless the loss, destruction, or damage is the result of or arose out of the act or omission of University and/or its officers, employees, volunteers, agents, or students in which case University shall be responsible for all work and associated costs for the repair or replacement. As an example, and not as a limitation, if University fails to lock the Office allocated to University and an unidentified person enters the Office and damages it, University shall be responsible for all work and associated costs to repair or replace the Office. A further example is where a University student is involved in a physical altercation with an unidentified person and during the altercation, the unidentified person causes damages to a Common Area; in this case, University shall be responsible for all work and associated costs to repair or replace the Common Area. Where the loss, destruction, or damage is the result of or arose out of the act or omission of University and/or its officers, employees, volunteers, agents, or students, District, at District's option, and with written notice to University before commencement of any work, may elect to perform all repair or replacement work with University responsible for all associated costs. If District elects to perform the repair or replacement work, University shall pay all associated costs to District within thirty (30) days of the date of District's invoice.

5.1.4 **Solely Caused by District.** If repair or replacement is necessary due to loss, destruction, or damage caused solely by District and/or District's officers, employees, volunteers, agents, or students, District, at
District’s expense, shall perform such work or pay for all costs and fees to perform such work. District
shall promptly perform and complete such work.

5.2 Replacement of Approved Space During Repair or Restoration. In the event any loss or damage of an Approved
Space renders the Approved Space not useable for the purposes set forth in this Agreement or is determined by
the appropriate governmental authorities to be not suitable for occupancy, the Parties shall cooperate and
negotiate in good faith to provide University with a comparable replacement space at the Center in which
University may continue the particular course or training that was being conducted in the Approved Space until
the Approved Space is repaired or restored. Any agreement by the Parties as to a replacement space shall
identify the replacement space, Use Period, and Use Fee, and shall be set forth in writing and signed by the
Parties. If the Parties cannot agree upon a comparable space or no comparable space is available at the Center,
University, at its discretion and sole liability, may cancel the particular course or training that was being conducted
in the Approved Space; or either Party, notwithstanding Section 4.1 and subject to Section 4.2, may terminate this
Agreement upon providing the other Party with thirty (30) days written notice before the effective date of
termination.

5.3 University Personal Property. University shall be responsible for any loss, damage, or destruction of any of
University’s furnishings, equipment, supplies, and any other personal property that University places at the
Center, the Common Areas, or any other facilities on the Campus, unless the loss, damage, or destruction is
caused by the sole negligence of District and/or its officers, employees, volunteers, agents or students in which
case District is responsible and shall, at District’s option, repair or replace the furnishing, equipment, supply or
personal property that is lost, damaged, or destroyed or pay University an amount equal to the fair market value
of the property at the time of the loss, damage, or destruction.

Section 6. PAYMENT.

6.1 Payment Obligation. In consideration for the benefits and use of the Center to provide courses and training in its
Programs, University shall pay to District the following fees (collectively “Fees”):

6.1.1 Use Fees. University shall pay District a use fee (“Use Fee”) for each Approved Space as set forth in
Exhibit C, attached hereto and incorporated herein as a part of this Agreement. If Exhibit C does not list a
fee amount for a particular space agreed upon by the Parties for use by University, the Parties shall
negotiate in good faith to arrive at a mutually agreeable amount. University shall pay the Use Fees for
the Approved Spaces and any agreed upon amount for spaces that are not listed in Exhibit C no later
than thirty (30) days of the invoice from District. At its discretion, District may invoice University on a
semi-annual or quarterly basis.

6.1.2. Other Fees and Costs. The Parties may mutually agree upon other fees and costs relating to University’s
use of the Center. Such agreement shall be set forth in a Request Form (Exhibit B) or other writing and
signed by the Parties.

6.2 Late Charge. If District does not receive from University any of the Use Fees or any other sum due under this
Agreement within ten (10) business days when such an amount is due, University shall pay to District a late
charge equal to ten percent (10%) of such overdue amount or the maximum amount allowed by law, whichever is
less (“Late Charge”). The Parties agree that the Late Charge represents a fair and reasonable estimate of the
costs District will incur due to University's late payment. District’s acceptance of the Late Charge does not
constitute a waiver of University's breach of this Agreement with respect to such overdue amount, and shall not
preclude District from exercising any of District’s other rights and remedies under this Agreement or by applicable
laws.

Section 7. INSURANCE.

7.1 University.

7.1.1 Required Insurance. University shall, at its cost, commencing on the Effective Date of and during the
Term of this Agreement, procure and maintain in full force and affect the following insurance or, if self-
insurance will be provided, coverage under such self insurance shall, at a minimum, comply with the
requirements set forth below:
General Liability Insurance. University shall maintain general liability insurance with limits of liability of not less than $1,000,000 per occurrence for bodily injury, personal injury, advertising injury, and property damage. This insurance shall include contractual liability and products and completed operations coverage of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) District and its Board of Trustees and members thereof, officers, employees, agents and volunteers as additional insureds; and (ii) a written notice to be mailed to District by insurer or self insurance administrator no later than 30 days prior to the effective date of any cancellation, non-renewal, or reduction of coverage of such insurance.

Automobile Liability. University shall maintain automobile liability insurance with limits of liability of $1,000,000 per occurrence, for owned, non-owned, and hired vehicles.

Workers’ Compensation Insurance. University shall maintain workers’ compensation as required by the State of California and employers’ liability insurance with limits of not less than $500,000. University’s insurance shall contain an endorsement providing that such insurance shall be primary and such endorsement shall further state that District’s own coverage will not contribute with it.

Deductible or Self-Insured Retention. Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by District. University shall be solely responsible for paying all deductibles or self-insured retentions for insurance that University procures under this Agreement.

Insurer Rating. The insurance required above shall be provided by a company(ies) with an A.M. Best rating of A:VII or the equivalent.

Proof of Insurance. University shall provide written proof to District of the above insurance before University may use the Center or any other District property, including copies of the endorsements required above. University shall provide written proof to District of renewal of any insurance required above, including any endorsements required, at least fifteen (15) days prior to the expiration of such insurance.

Procurement by District. If University fails to provide any of the above-required insurance, District may, but is not obligated to, procure and maintain such insurance and charge to University the cost of such insurance. University shall reimburse the cost of such insurance to District within fifteen (15) days of an invoice from District. Prior to District’s procurement of such insurance, District shall notify University in writing that University has ten (10) days to provide the required insurance and provide written proof thereof to District. Notwithstanding Section 4.1 and anything to the contrary in this Agreement, if University does not provide the required insurance, District may terminate this Agreement immediately upon providing written notice to University.

Self Insurance. University may satisfy the above insurance requirements by maintaining equivalent or greater limits and coverage through a program of self insurance.

During the Term of this Agreement, District shall maintain insurance or self-insurance against claims for injuries to persons and damages to property (real and personal, including the structures on District property and any District owned personal property).

Section 8. INDEMNITY AND HOLD HARMLESS.

University. University shall, to the fullest extent permitted by law, indemnify and hold harmless District and its Board of Trustees, elected and appointed officers, employees, students, and agents (“District and District Personnel”) from any claim, liability, or alleged liability whatsoever arising out of or caused by any act or omission of University and/or University Personnel relating to this Agreement, including but not limited to: (1) causes of action, actions, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, obligations and costs, including reasonable expert witness and/or attorneys fees, in law or in equity; (2) damage, loss, or destruction of the Center or any other District facilities, and any furnishing, equipment, or other property located therein; (3) damage, loss, or destruction of any property of students or other third parties; (4) loss or liability resulting from delay by University in not surrendering and vacating the Approved Spaces in accordance with Section 4.2.4; and (5) compensatory damages, statutory and/or regulatory fines and penalties, and extra-contractual liability (collectively “District Liabilities”). University shall defend, at University’s own expense and risk,
District and District Personnel in all such District Liabilities, with legal counsel reasonably acceptable to District. It is the express intent of the Parties by this Section 8.1 and Section 8.2 below and the Parties hereby agree that where the Parties are jointly liable, each Party’s obligations to the other Party under Sections 8.1 and 8.2 shall only be in proportion to and to the extent of that Party’s liability. Each Party is solely liable for any claims, suits and liability arising out of the sole act or omission of, or caused solely by, that Party and/or that Party's officers, employees, or agents.

8.2 District. District shall, to the fullest extent permitted by law, indemnify and hold harmless University and University’s governing body, officers, employees, students, and agents, (“University and University Personnel”) from any claim, liability or alleged liability whatsoever, including but not limited to causes of action, actions, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, obligations and costs, including reasonable expert witness and/or attorneys fees, in law or in equity, arising directly or indirectly out of or resulting from acts and/or omissions of District and/or District Personnel relating to this Agreement and including but not limited to compensatory damages, statutory and/or regulatory fines and penalties, and extra-contractual liability (collectively “University Liabilities”). District shall defend, at District’s own expense and risk, University and University Personnel in all such University Liabilities with legal counsel reasonably acceptable to University. District shall not be responsible or liable for any loss, destruction, or damage to any furnishings, equipment, or other personal property of University, including those of University’s officers, employees, agents, volunteers, and students unless such loss, destruction, or damage was caused by the sole negligence of District or District Personnel.

8.3 Notice of Claim. In any circumstance in which a Party (“Indemnifying Party”) is required by this Agreement to indemnify the other Party (“Indemnified Party”) with respect to any claim by a third party, the Indemnified Party will give prompt and reasonably detailed written notice of the circumstances to the Indemnifying Party (including, without limitation, the amount of such claim, or if the amount is not yet liquidated or otherwise determinable, the Indemnified Party’s reasonable, good faith estimate of the claim); provided, however, that delay in giving notice will not relieve the Indemnifying Party of its obligations unless the delay results in actual prejudice and then only to the extent of the actual prejudice. The Indemnified Party will not make any admission or make or accept any offer of settlement or compromise or consent to entry of any judgment (other than a dismissal on the merits with prejudice without costs) or findings of fact without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, delayed or conditioned.

8.4 Survival of Obligations. The obligations set forth in this Section 8 shall survive the termination of this Agreement for any acts, omissions, claims, liabilities that arise or occur, or are alleged to have arisen or occurred, before the effective date of termination of this Agreement.

Section 9. RECORDS AND INFORMATION.

University agrees to maintain the confidentiality of, and shall not disclose to any third party, records, and information that are confidential or private, except where disclosure is required by federal or state laws, or a validly issued subpoena. This obligation shall survive the termination of this Agreement. To the extent permitted by law and upon District’s request, University agrees to provide District with records and/or information regarding student enrollment in University’s Programs.

Section 10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY.

10.1 Applicability. The provisions of this Section 10 shall apply to this Agreement to the extent this Agreement is funded in part or in whole with federal funds.

10.2 Certification.

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

10.2.2 By executing this Agreement, University certifies to the best of its knowledge and belief that University and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) 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: (1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private transaction or contract; (2) violation of federal or state antitrust statutes; (3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects University's present responsibility;

(c) 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 9.2.2.2 above, of this certification;

(d) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (federal, state or local) terminated for cause or default;

(e) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and

(f) Include in all lower tiers covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

Section 11. GENERAL PROVISIONS.

11.1 Incorporation of Recitals and Exhibits. All of the recitals set forth above and all exhibits attached to this Agreement are by this reference incorporated in and made a part of this Agreement.

11.2 Entire Agreement and Termination of Prior Agreement. This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and no Party has relied upon any representation, express or implied, not contained in this Agreement. Any prior understandings, terms, or conditions are deemed merged into this Agreement. This Agreement is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856. To the extent any agreement is in effect between the Parties involving University's provision of academic, occupational or other programs, training, and advanced degrees at the Campus, such agreement is terminated as of the Effective Date of this Agreement, and this Agreement shall apply and govern the Parties' rights and obligations.

11.3 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted or is not inserted correctly, then upon written request of either Party, this Agreement shall be amended to make such insertion or correction.

11.4 Venue. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Los Angeles County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by District.

11.5 Independent Contractor. University understands that it is an independent contractor under this Agreement. University and all of its officers, employees, agents, sub-contractors, and representatives are not officers, agents, or employees of District. University shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, sub-contractors, or agents to be an agent or employee of District. University shall be solely responsible for the payment of all federal, state and local income tax, social security tax, workers’ compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. University and all of its employees, agents, sub-contractors, and representatives are thus not eligible to receive from District workers’ compensation, medical, indemnity or retirement

11.6 Non-Discrimination. University hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operations because of sex, race, religious creed, color, ancestry, national origin, Vietnam era veteran status, physical disability, mental disability, medical condition,
marital status, or sexual orientation, except as provided for in Government Code section 12940. University shall comply with applicable federal and California anti-discrimination laws.

11.7 **Marketing.** The Parties agree to promote the Center and its programs, and District agrees that University may distribute promotional brochures and other materials concerning the Center and its programs. However, any materials that includes District's name shall be subject to District's approval. University agrees to promote the Center through its web site and other publications, and agrees that District may distribute promotional materials concerning University's Programs. District will maintain a web site regarding the Center with a link to University's Programs if University has a website containing such information.

11.8 **Interpretation.** The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.

11.9 **Headings.** The headings in this Agreement are inserted for the convenience of the Parties, shall not be deemed to be a part of this Agreement, and in no way define, limit, extend or describe the scope or intent of this Agreement or of any of its provisions. In the event of any conflict between any heading and any provision, the provision shall govern and control.

11.10 **Amendment.** This Agreement cannot be changed or supplemented orally, and may be modified or superseded only in a writing executed by the Parties.

11.11 **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

11.12 **Cumulative Rights and Remedies.** No right or remedy herein provided or reserved to any Party is intended to be exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy given hereunder or now or hereafter existing at law, in equity, or by law.

11.13 **Waiver.** Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived in writing by the Party in whose favor such covenant, term, or condition runs. No waiver by a Party of any covenant, term, or condition of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Agreement shall not constitute a waiver of, or estoppel with respect to, the covenant, term, or condition.

11.14 **Assignment and Transfer.** University shall not assign or transfer any or all of its rights, burdens, duties, or obligations under this Agreement, including by operation of law, change of control or merger, without the prior written consent of the District. Any assignment of this Agreement by University without such prior written consent of District, including by operation of law, change of control, or merger, shall be void and a material breach of this Agreement and, notwithstanding Section 4.1, District may immediately terminate this Agreement by providing written notice to University.

11.15 **Drug-Free Workplace Policy and Requirements.** University agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code section 8350, et seq.).

11.16 **Notices.** All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by a reputable overnight courier services (with package tracking capability) or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

- **District**
  Attn: Barry Gribbons
  Santa Clarita Community College District
  26455 Rockwell Canyon Road
  Santa Clarita, CA 91365

- **University**
  Attn:
A Party may change its designated representative and/or address for the purpose of receiving notices and other communications under this Agreement by giving written notice of such change in the manner prescribed above to the other Party.

11.17 **Binding Effect.** This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns. Nothing in this Agreement shall be deemed to create any contractual relationship between any of the Parties and any third party, and this Agreement shall not be deemed to give any third party any claim or right of action against any of the Parties.

11.18 **State Audit.** Government Code section 8546.7 requires that every public contract provide that if the contract involves the expenditure of more than ten thousand ($10,000) dollars in state funds, the public contract shall be subject to examination and audit by the State Auditor for a period of three years after final payment under the contract.

11.19 **Execution by Facsimile or in Counterparts.** This Agreement may be executed in counterparts such that the Parties’ signatures may appear on separate pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

11.20 **Authority to Sign.** Each person executing this Agreement on behalf of the Parties represents and warrants that he or she is authorized to execute and commit to this Agreement on behalf of and to bind fully such Party.

11.21 **Approval of District’s Board of Trustees.** Pursuant to Education Code section 81655, this Agreement is not valid and is not enforceable against the District unless and until its Board of Trustees approves or ratifies it.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the day and year stated hereinafter.

---

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**BY:**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature of Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barry Gribbons</td>
<td></td>
</tr>
</tbody>
</table>

**Print Title**

Assistant Sup./VP, Institutional Devel. Tech, and Online Services

**Date**

Board Meeting-Date of Approval/Ratification
**EXHIBIT A**

**PROGRAMS OFFER BY UNIVERSITY AT CENTER**

Pursuant to Educational Program Agreement

Name of University: American College

<table>
<thead>
<tr>
<th>Degree/Certificate Level</th>
<th>Type (e.g., BA, MS, Credential)</th>
<th>Major</th>
<th>Concentration or Related Credential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graduate</td>
<td>MS</td>
<td>Financial Services</td>
<td></td>
</tr>
<tr>
<td>Undergraduate</td>
<td>Certificate</td>
<td>Life Underwriter Training Council Fellow (LUTCF)</td>
<td></td>
</tr>
<tr>
<td>Undergraduate</td>
<td>Certificate</td>
<td>Financial Planning (CFP)</td>
<td></td>
</tr>
<tr>
<td>Undergraduate</td>
<td>Certificate</td>
<td>Chartered Life Underwriter (CLU)</td>
<td></td>
</tr>
<tr>
<td>Undergraduate</td>
<td>Certificate</td>
<td>Chartered Financial Consultant (ChFC)</td>
<td></td>
</tr>
<tr>
<td>Undergraduate</td>
<td>Certificate</td>
<td>Chartered Advisor for Senior Living (CASL)</td>
<td></td>
</tr>
<tr>
<td>Undergraduate</td>
<td>Certificate</td>
<td>Chartered Advisor in Philanthropy</td>
<td></td>
</tr>
</tbody>
</table>
### Room Use (please complete information for each room; use separate form if additional space needed):

<table>
<thead>
<tr>
<th>Room No.</th>
<th>Room Type</th>
<th>Dates of Use (&quot;Use Period&quot;)</th>
<th>Hours of Use</th>
<th>Total Hours Of Use</th>
<th>Amount of Use Fees for Room</th>
<th>Other Fees and Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### Office Use (please complete information for office):

<table>
<thead>
<tr>
<th>Room No.</th>
<th>Start Date (&quot;Use Period&quot;)</th>
<th>End Date (&quot;Use Period&quot;)</th>
<th>Total Use Fees</th>
<th>Other Fees and Costs (specify item and amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### DISTRICT:
The undersigned, on behalf of District, hereby agree to the above terms and conditions and to amend the Educational Program Agreement to the extent of and by the terms and conditions contained herein.

Signature: __________________________________________________
Print Name: __________________________________________________
Title: _______________________________________________________
Date: _______________________________________________________

### UNIVERSITY:
The undersigned, on behalf of University, hereby agree to the above terms and conditions and to amend the Educational Program Agreement to the extent of and by the terms and conditions contained therein.

Signature: ________________________________________________
Print Name: _______________________________________________
Title: _____________________________________________________
Date: _____________________________________________________
EXHIBIT C

SCHEDULE OF USE FEES
PURSUANT TO EDUCATIONAL PROGRAM AGREEMENT

<table>
<thead>
<tr>
<th>Description of Space</th>
<th>Use Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
<td>$25/class hour*</td>
</tr>
<tr>
<td>Computer Laboratory</td>
<td>$30/computer lab hour*</td>
</tr>
<tr>
<td>Other Laboratory</td>
<td>$30/laboratory hour*</td>
</tr>
<tr>
<td>Office</td>
<td>$2.50 per square foot/per month</td>
</tr>
<tr>
<td>Videoconference</td>
<td>$20/hour</td>
</tr>
<tr>
<td>Small Seminar Room</td>
<td>$25/hour</td>
</tr>
<tr>
<td>Large Seminar Room</td>
<td>$30/hour</td>
</tr>
<tr>
<td>Conference Room</td>
<td>$40/hour</td>
</tr>
<tr>
<td>Large Lecture Hall</td>
<td>$50/hour</td>
</tr>
</tbody>
</table>

*Class hour, computer lab hour, and laboratory hour shall mean the time during which the particular course, training, or program is scheduled to start and finish. For example, a course scheduled to start at 12:00 noon and end at 2:00 p.m. would result in two class hours at $25 per class hour.
## AGENDA
**CATEGORY** GENERAL

<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>Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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: