Item 11.6
Time has been set aside for the public to address the Board of Trustees on items that are NOT ON THE AGENDA, but those items will not be acted upon by the Board at this meeting. ALL speakers must submit a “Request to Speak” form (located on the information table at the meeting) prior to this portion of the meeting and will be recognized by the President of the Board. Five minutes will be allotted to each speaker and not more than 20 minutes on any subject.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
BUSINESS MEETING / BUDGET WORKSHOP
BOARD MEETING ROOM – HASLEY HALL (HSLH-137)
College of the Canyons
26455 Rockwell Canyon Road ~ Santa Clarita, California 91355

5:00 p.m.
Wednesday, June 24, 2009

The meeting will begin at 5:00 p.m. with Closed Session.
Open Session will begin at 6:30 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 Negotiators (pursuant to Govt. Code §54957.6)
Designated Representatives: Dr. Dianne Van Hook, Dr. Michael Wilding, Ms. Diane Fiero,
Unrepresented Employees: All Academic Administrators, All Classified Managers/Supervisors,
and All Classified Confidential Employees
1.2b Discussion of Denial of Claim (pursuant to Government Code §54956.95(a))
Keenan & Associates Claim #417814
Santa Clarita Community College District
1.2c Conference with Labor Negotiator (pursuant to Government Code §54957.6)
Santa Clarita Community College District Representative: Dr. Michael Wilding
Part Time Faculty United-AFT Local 6262
1.3 Flag Salute
1.4 Approval of Agenda ACTION
1.5 Welcome to Guests/Recognition of Staff Representative(s)
It is the desire of the Board to afford members of the audience an opportunity to speak to any item ON
THE AGENDA. Audience members may address the Board at this time. When acknowledged by the
President of the Board, the speaker should state name, affiliation (if any) and the item on the agenda to be
addressed. (Audience members may also request to speak to an agenda item being considered by the
Board during the course of the meeting through recognition by the President of the Board.)
1.6 Approval of Minutes ACTION
• May 27, 2009 – Joint Meeting with the COC Foundation Board of Directors
1.7 Recognition/“Up Close and Personal” ORAL
• SYNERGY Program – New Faculty Learning Community Cohort
  Ms. Christina Chung, Program Coordinator/Facilitator
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 to Renew Contract Between Santa Clarita Community College District and Henry Mayo Newhall Memorial Hospital Foundation for Nursing Instructor

3.2 Approval of Renewal of Agreement Between the Santa Clarita Community College District and Mr. Douglas Howe (Emerson Management Solutions) for Business Incubator

3.3 Ratification of Agreement Between Santa Clarita Community College District (CACT) and El Proyecto del Barrio, City of Los Angeles OneSource

3.4 Ratification of Agreement Between Santa Clarita Community College District and Long Beach Community College District for the Small Business Development Center (SBDC)

5.1 Approval of Travel Authorizations Schedule T FY 2008/09-22

5.2 Approval of Travel Authorizations Schedule T FY 2009/10-1

5.3 Approval/Ratification of Interfund Transfers


5.5 Approval of Contract with Los Angeles County Office of Education for Peoplesoft Financial System, Fiscal Year 2009-2010

5.6 Approval of Authorization for Cash Loan – Annual Renewal of Existing Loan for Fiscal Year 2009-2010 - College of the Canyons Foundation Program Fund (Fund 82) to the College of the Canyons Operating Fund (Fund 81)

5.7 Approval of Board Authorized District Bank Accounts – Fiscal Year 2009-2010 Re-Approval of Existing Accounts

5.8 Approval of Independent Contract Agreement Between Santa Clarita Community College District and Mr. Jesse Munoz, Freelance Writer and Photographer

5.9 Denial of Claim for Damages – Keenan & Associates Claim #417814

6.1 Approval of Contract for Pest Control Services (Vertex Pest Solutions)

6.2 Approval of Contract for Railing Installation for the Dr. Dianne G. Van Hook University Center Construction Project (Carpentry Plus)

6.3 Approval of Maintenance Agreement for Elevators Campuswide (ThyssenKrupp Elevator)

6.4 Approval of Contract for Parking Lot Cleaning Services (Nobile's Power Sweeping)

6.5 Approval of Addendum #04 to Contract for Temporary Workers for the Dr. Dianne G. Van Hook University Center Construction Project (SelectRemedy)

6.6 Approval of Surplus District Property Other than Land Under Board Policy 5440 (CACT Department Equipment)

6.7 Approval of Annual Boiler Maintenance Contract (Total-Western, Inc.)

6.8 Approval of Contract for Site Improvement Project – Stadium Scoreboard (Town Park Construction)

7.1 Approval of Personnel Schedule PERS 2008/2009-20

7.2 Approval of Classified Administrator Employment Contract for Assistant Director, Small Business Development Center (SBDC)

7.3 Approval of Resolution 2008/09-25 to Adopt Supplemental Employee Retirement Plan (SERP)

7.4 Approval of Contract with Public Agency Retirement System (PARS) for Supplemental Employee Retirement Plan (SERP)

7.5 Approval of Memorandum of Understanding (MOU) for the Santa Clarita Community College District and College of the Canyons Faculty Association (COCFA) CTA/NEA Regarding Supplemental Employee Retirement Plan (SERP)

7.6 Approval of Memorandum of Understanding (MOU) for the Santa Clarita Community College District and California School Employees Association (CSEA) Chapter 725 Regarding Supplemental Employee Retirement Plan (SERP)
8.1 Approval of the Maintenance Renewal Agreement Between Santa Clarita Community College District and NE Systems Inc.
8.2 Approval of Agreement Between Santa Clarita Community College District and Ex Libris (USA), Incorporated for Voyager Library Catalog Software
8.3 Approval of the Renewal Agreement Between Santa Clarita Community College District and The Learning Edge North America, Inc.
8.4 Approval of Renewal of Co-Location Lease Agreement Between Santa Clarita Community College District and NE Systems, Inc.
8.5 Approval of Renewal of the License Agreement Between the Santa Clarita Community College District and iParadigms LLC for Turnitin.com
8.6 Approval of Renewal Agreement Between Santa Clarita Community College District and ROC Software
8.7 Approval of Renewal of Contract Between the Santa Clarita Community College District and 1099 Pro, Inc.
8.8 Approval of Renewal Agreement Between Santa Clarita Community College District and CollegeNET for the Series25 Software Product
8.9 Approval of Agreement Between Santa Clarita Community College District/MIS Department and Datatel for Partner Specific Products: 1) Unidata/Colleague Application, 2) e-Commerce Client Report and e-Commerce Licensed Products, and 3) SecuritySmith Licensed Products
8.10 Approval of Renewal Agreement Between Santa Clarita Community College District and Datatel for Software Products
8.11 Approval of Renewal of Agreement Between Santa Clarita Community College District and HPM Networks
8.12 Approval of the Maintenance Agreement Between the Santa Clarita Community College District and Hershey Systems, Inc. for Document Imaging System

3. INSTRUCTIONAL SERVICES
See Consent Calendar.

4. STUDENT SERVICES
4.1 Approval of Agreement Between Santa Clarita Community College District and Dr. Brian Downs for Student Health and Wellness Center  ACTION

5. BUSINESS SERVICES
5.10 Approval of Authorization for Cash Loans – Temporary Loans for Cash Flow Management  ACTION
5.11 Presentation and Adoption of the Santa Clarita Community College District’s 2009-2010 Tentative Budget  ACTION
5.12 Update on the Joint Powers Agreement (JPA) to Manage Channel 20 – Local Public Television  INFORMATION

6. PHYSICAL PLANT, FACILITIES, and CONSTRUCTION
6.9 Approval of Memorandum of Understanding (MOU) with College of the Canyons’ Athletic Clubs  ACTION
6.10 Approval of Contract for Environmental Services (Atkins Environmental H.E.L.P., Inc.)  ACTION
6.11 Approval of Award of Contract for Water Treatment Services at the Valencia Campus  ACTION
6.12 Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project  ACTION
7. **HUMAN RESOURCES**
   7.7 Presentation of the California School Employees Association (CSEA) Chapter 725 Contract Re-Opener Proposal for FY 09/10
   7.8 Presentation of Santa Clarita Community College District Contract Re-Opener Proposal with the California School Employees Association (CSEA) Chapter 725 for FY 09/10
   7.9 Presentation of Santa Clarita Community College District Contract Re-Opener Proposal with the College of the Canyons Faculty Association (COCFA) CTA/NEA for FY 09/10

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

9. **POLICIES AND PROCEDURES**
   9.1 Approval of Physical Plant, Facilities and Construction Board Policies (Various), First Reading

10. **GENERAL**
    10.1 Approval of the University Center Educational Program Agreement Between the Santa Clarita Community College District and University Center Partners
    10.2 Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items

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

12. **ANNOUNCEMENT OF NEXT MEETING**
    Wednesday, July 8, 2009 – Business Meeting, Board Meeting Room (HSLH-137), Hasley Hall, College of the Canyons. Closed Session at 5:00 pm, Open Session at 6:30 pm.

AND ADJOURNMENT
BACKGROUND / ANALYSIS:
Since 2002, Henry Mayo Newhall Memorial Hospital Foundation (HMNMHF) has funded a full time nursing faculty member for College of the Canyons’ nursing program. Since 2004, they have made the decision to fund this position on an annual basis. This year they have again agreed to support this faculty member position. HMNMHF has increased the funding as the faculty member has gained in seniority. This coming year, they will be funding salary and benefits amounting to $115,000. This number is based on the placement of the faculty member on the full time faculty salary schedule and benefits.

This collaboration with HMNMH increases the capacity for Registered Nursing (RN) training, helps Henry Mayo attract and retain new graduate RNs and trains 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.

This Agreement is available from the Instruction Office upon request. Approval of this Agreement by the Board enables the District to meet its legal requirements for Public Agency contracts.

FISCAL IMPLICATIONS:
Funding for this contract is grant funded.

RECOMMENDATIONS:
Move approval to renew the contract between Santa Clarita Community College District and Henry Mayo Newhall Memorial Hospital for Nursing Instructor.

Submitted by:                Approval for submission to Board of Trustees:
Sue Albert                   Dr. Dianne G. Van Hook
Dean, Allied Health          Chancellor

Recommended by:

Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
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, 2009/2010, at a cost not to exceed $115,000. 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, 2009, 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, 2009. 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 $115,000.
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: Authorized Representative
Print Name SHARLENE L. COLEAL
Print Title ASST SUPERINTENDENT, VP-BUSINESS SERV
Date

HENRY MAYO NEWHALL MEMORIAL HOSPITAL
BY: Authorized Representative
Print Name
Print Title
Date

Board Meeting-Date of Approval/Ratification:

FULL AGENDA BOOK - PAGE 6
AGENDA CATEGORY  INSTRUCTIONAL SERVICES

ITEM/TITLE  Approval of Renewal of Agreement Between the Santa Clarita Community College District and Mr. Douglas Howe (Emerson Management Solutions) for Business Incubator

BACKGROUND / ANALYSIS:
This item is for an extension of the College's Advanced Technology Incubator Business Plan. We are proposing that our current contract with Mr. Douglas Howe and Emerson Management Solutions for part-time services as Interim Director of the Incubator be extended from June 30, 2009 until September 30, 2009. This will allow College of the Canyons to conclude current grant activities and to continue to explore funding opportunities.

A copy of this contract is available for review in the Chancellor’s Office.

FISCAL IMPLICATIONS:
The contract with Mr. Howe will be covered by the IDRC Grant. There is no impact to the District’s Unrestricted General fund.

RECOMMENDATIONS:
Move approval of Renewal of Agreement between the Santa Clarita Community College District and Mr. Douglas Howe (Emerson Management Solutions) for Business Incubator.

Submitted by:  Dr. Bruce Getzan
Dean, Economic Development

Recommended by:
Dr. Dena Maloney
Founding Dean, Canyon Country Campus
AMENDMENT NO. 1

AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("District")
AND
Douglas Howe, Emerson Management Solutions ("Contractor")

THIS AMENDMENT to the Douglas Howe, Emerson Management Solutions Agreement signed by the District on March 28, 2009, ("Agreement"), is entered into by and between District and Contractor on this 25th day of June 2009.

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

1. Effective on the date above, the Agreement shall be amended to include the following language to read in its entirety as follows:
   a. Term – This Amendment shall extend the Term of the Agreement to September 30, 2009.
   b. Compensation – The payment amount will be increased by Thirty Five Thousand Dollars ($35,000) from the original amount of Forty Thousand Forty Dollars ($40,040) for a total compensation amount of Seventy Five Thousand Forty Dollars ($75,040).

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 SHARLENE L. COLEAL
Title ASST SUPERINTENDENT, VP-BUS SERVICES
Date

Douglas Howe, Emerson Management Solutions

BY:

Authorized Representative
Print Name
Title
Date

Board Meeting
Date of Approval
## AGENDA

**CATEGORY**  INSTRUCTIONAL 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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<tbody>
<tr>
<td>Ratification of Agreement Between the Santa Clarita Community College District (CACT) and El Proyecto del Barrio, City of Los Angeles OneSource</td>
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### BACKGROUND / ANALYSIS:
The College of the Canyons’ Center for Applied Competitive Technologies (CACT) will contract with El Proyecto del Barrio, City of Los Angeles for customized job training. Training will consist of basic math, electricity principles, OSHA safety, wiring from diagrams and blueprints, fluid power concepts, machine/system troubleshooting, PLC logic training, testing and evaluation. This training is a contract education offering and the total contract is $14,000.

This item is presented as a ratification to the Board because El Proyecto Del Barrio’s funding source required commencement of training in early June, 2009 with all training to be completed by June 30, 2009. There was very little turnaround time on this contract due to the use of economic stimulus funds by El Proyecto Del Barrio.

Copies of the agreement are available from the Chancellor’s Office upon request.

### FISCAL IMPLICATIONS:
The contract with El Proyecto del Barrio, City of Los Angeles OneSource will reimburse College of the Canyons $14,000 for training services provided. There is no impact to the District General Fund.

### RECOMMENDATIONS:
Move approval of Agreement between the Santa Clarita Community College District (CACT) and El Proyecto del Barrio, City of Los Angeles OneSource.

Submitted by: Dr. Bruce Getzan
Dean, Economic Development

Recommended by: Dr. Dena Maloney
Founding Dean, Canyon Country Campus

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
College of the Canyons

AGREEMENT FOR INSTRUCTION OR SERVICES
PROVIDED BY
EMPLOYEE TRAINING INSTITUTE

This Agreement is made and entered into on the third day of June 2009 by and between the Santa Clarita Community College District (the "DISTRICT"), a public community college district organized under the laws of the State of California, and El Proyecto del Barrio (the "CONTRACTOR").

WHEREAS, District represents that it is a public, postsecondary educational institution with the capability and the experience to provided services in the area as specified in Exhibit A, attached hereto and made a part hereof. If any class offered under this Agreement is for college credit, the instructor employed to teach this class will hold a valid certificate authorizing instruction at the postsecondary level in the subject area specified.

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

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

1. **Scope of Work.** The class offerings are as described in Exhibit A, "Custom-Designed Class and Scope of Work".

2. **Term.** District shall commence providing services per Exhibit A, "Class Dates" to end no later than six (6) months after the latest signature date on the Agreement.

3. **Compensation and Invoicing.** Contractor agrees to pay the District:
   a. A minimum fee of Fourteen Thousand DOLLARS ($14,000) for a guaranteed minimum of twelve (12) program attendees for Instructional or Service Fees, Facility Use Fees and Student Fees, as detailed in Exhibit A.
   b. A fee of NA DOLLARS ($NA) per additional program attendee beginning with the NA (NA) person.
   c. An assessment fee of NA Dollars ($NA) per each group of employees assessed.
   d. The cost of books and/or materials at NA Dollars ($NA) per program attendee.
   e. A computer lab fee of NA Dollars ($NA).

   Contractor will be invoiced upon execution of this Agreement by Contractor for fees described in 3.a. above. Contractor will be invoiced for all other charges, 3.b.-d., on a monthly basis based on actual activity. All payments are due Net 30 and shall be made payable to Santa Clarita Community College District and be sent to: Employee Training Institute, Santa Clarita Community College District, 26455 Rockwell Canyon Road, Valencia, CA 91355.

4. **Termination/Cancellation.** Either party may, with or without cause, terminate this Agreement by providing written notice to the other party no later than seven (7) days prior to the first meeting of the class. If Contractor cancels this Agreement after this deadline, Contractor shall pay the District twenty (20%) percent of the total contract compensation in the amount of Two Thousand Eight Hundred DOLLARS ($2,800).

5. **Independent Contractor/Relationship of Parties.** In performing services pursuant to this Agreement, District shall act as an independent contractor having sole and exclusive control of its work and the manner in which it is performed. District shall be free to enter into other consulting agreements that are not in conflict with this Agreement. District shall not be considered an agent or employee of Contractor or be entitled to participate in any benefits that the Contractor provides for its employees, and District shall not hold itself out as an agent of Contractor.

6. **Indemnification.** Contractor agrees to hold harmless and indemnify District, the District's Board of Trustees, and each of their parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney's fees, or other claims for damages 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, attorney's 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. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

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

Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation. Certificates of Insurance and Additional Insured Endorsements must be returned with signed Agreement or no later than ten (10) days prior to the effective date of this Agreement. All certificates shall be mailed to: Santa Clarita Community College District, Attn: Purchasing Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.

8. Force Majeure. Neither party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

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

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

11. 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.
12. **Affirmative Action.** 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.

13. **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.

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

<table>
<thead>
<tr>
<th><strong>DISTRICT:</strong></th>
<th><strong>CONTRACTOR:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>El Proyecto del Barrio, OneSource</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>8902 Woodman Avenue</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Arleta, CA 91331</td>
</tr>
<tr>
<td>Attention: Kristin Houser</td>
<td>Attn: HamaNOT Fekadu</td>
</tr>
<tr>
<td>Telephone #: 661-362-3245</td>
<td>Telephone #: 818-771-0184</td>
</tr>
<tr>
<td>Email: <a href="mailto:kristin.houser@canyons.edu">kristin.houser@canyons.edu</a></td>
<td>Email: <a href="mailto:hamaNOT@wscalnetwork.org">hamaNOT@wscalnetwork.org</a></td>
</tr>
</tbody>
</table>

15. **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.

16. **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.

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

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

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

**IN WITNESS WHEREOF,** both parties agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**BY:**

| Print Name | SHARLENE L. COEAL |
| Print Title | ASST SUPERINTENDENT-VP, BUSINESS SERV |
| Date | Board Meeting Date of Approval |

**CONTRACTOR**

**BY:**

| Print Name |  |
| Print Title |  |
| Date | Social Security # |
| Or Federal Tax ID # |  |
EXHIBIT A
TO AGREEMENT FOR INSTRUCTION OR SERVICES
PROVIDED BY EMPLOYEE TRAINING INSTITUTE

CONTRACTOR: El Proyecto del Barrio

1. **Class Offerings:** The content of the following class offering is under the exclusive control and discretion of the District. The class offering under the terms of this Agreement shall be:

   - Check (✓) One: Not for Credit ☐ Credit ☐ Non-Credit
   - Course Name: Facilities Maintenance
   - Maximum Class Size: 12
   - Instructor: Angel de Sevilla, Bob Ehrhardt or substitute
   - Required Materials: NA
   - Class Start Date: 6/4/09
   - Class End Date: No later than six (6) months after the latest signature date on the Agreement.

   Class Location (Check ✓ One): Contractor's Site ☐ District's Site ☐ Other:

   Parties represent that all operations of the Parties' business are, and will continue to be, conducted in compliance with Title VI and VII of the Civil rights Act of 1964, Title IX of the Higher Education Act of 1972, the Privacy Rights of Parents and Students Act of 1974, and all applicable local, state and federal health and safety regulations.

2. **Custom-Designed Class Description / Scope of Work:** The class offerings, hereafter described, shall be for the exclusive benefit of only Contractor employees unless otherwise agreed upon in writing, and the District shall not receive any State support for this class:

   **Details:**
   A 90 hour intensive course on Industrial Maintenance including the following topics:
   - Shop math
   - Blueprint reading
   - Reading electrical schematic.
   - Using a multi-meter
   - Basics of Hydraulic systems.
   - Basics of Pneumatic Systems
   - Electrical components (relays, timers, push buttons, switches).
   - Troubleshooting electrical components
   - Introduction to PLC programming
   - Wiring a PLC

3. **Instructional Fee:** In consideration of the instructional and related services, Contractor agrees to pay District as described in Agreement under “Compensation and Invoicing” for the above Class Offering.

4. **Facilities Use:** In consideration of the provision checked below, Contractor agrees to pay the District NA Dollars $NA. Check (✓) one:

   - 4.1 The Contractor shall provide appropriate facilities to conduct the program specified herein and such facilities shall meet the requirements of State and local safety and health regulations during the term of the Agreement. Equipment, and duplicating services necessary for the presentation of the program, shall be furnished by the Contractor and shall be adequate and suitable for the program operated and the number of participants in attendance, unless otherwise agreed.

   - 4.2 The District shall provide appropriate classroom facilities for each class session (and for a reasonable time before and after each class session) at the location described in the paragraph, “Class Offerings” above, together with the following equipment and special services:

   **Details:**
SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
COLLEGE OF THE CANYONS

Board of Trustees Meeting 06/24/09

AGENDA CATEGORY  INSTRUCTIONAL SERVICES

ITEM/TITLE  Ratification of Agreement Between Santa Clarita Community College District and Long Beach Community College District for the Small Business Development Center (SBDC)

ACTION/CONSENT  X

BACKGROUND / ANALYSIS:
In 2005, Long Beach Community College District (LBCCD) was awarded a grant to establish a network of Small Business Development Centers (SBDC) in Los Angeles County. This network continues today and College of the Canyons has again been invited to be a part of the SBDC program in 2009. LBCCD has made $300,000 of federal funds available to College of the Canyons under the lead center grant. Per the requirements of the SBA, there is a 1:1 matching funds requirement for this grant, of which 50% must be in cash. In the first year of the grant, in which College of the Canyons received $250,000 of federal funds, $100,000 in cash match was anticipated to be provided by Santa Clarita Community College District, $25,000 was provided by the California Community College State Chancellor’s office and $125,000 in In-Kind Match was provided by the District and other grant partners.

Currently the COC SBDC has received has received $50,000 in cash match from the California Community College State Chancellor’s office; a grant from the California Community College State Chancellor’s office for $50,000 to run the Young Entrepreneurs Program which is credited as a cash match, and has received cash or commitments from local cities, banks and businesses to provide at least an additional $30,000. This reduces the District’s cash match requirement to $20,000 of which $14,286 is being provided by the District. SBDC staff is in conversations with business community representatives to secure an additional $5,714 to meet the Cash Match obligation. An In-Kind Match of $150,000 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 College of the Canyons and LBCCD outlines both parties’ obligations under the SBA grant and establishes College of the Canyons as a Sub-Recipient of the Lead Center grant awarded to LBCCD. The term of this agreement shall be January 1, 2009 through December 31, 2009. The Lead Center has been late in providing the Agreement, which accounts for the need to ratify this contract. A copy of this contract is available in the Chancellor’s Office.

FISCAL IMPLICATIONS:
There is a $14,286 Cash Match provided by the District, with an additional $5714 expected to be provided by the local business community in our SBDC service area.

RECOMMENDATIONS:
Move to Ratify the Agreement between the Santa Clarita Community College District and Long Beach Community College District for the Small Business Development Center (SBDC).

Submitted by:  Dr. Bruce Getzan  
Dean, Economic Development

Recommended by:  Dr. Dena Maloney  
Founding Dean, Canyon Country Campus

Approval for submission to Board of Trustees:  Dr. Dianne G. Van Hook  
Chancellor
SBDC Network Service Center Agreement

This SBDC Service Center Agreement (this “Agreement”) is entered into as of January 1, 2009 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:

**RE C I T A L S**

A. LBCCD is the recipient of the Calendar Year 2009 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 2009 as Grant/Cooperative Agreement No. 9-603001-Z-0062-04 (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 2009 Program Announcement for the Los Angeles Regional SBDC Network Covering Los Angeles, Santa Barbara & Ventura Counties, No. OSBDC–2009–02 for CY2009 (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 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, 2009, 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.

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 Thousand Dollars ($300,000) 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 extent 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, 2009. Sub-Recipient shall notify the Lead Center no later than October 15, 2009 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 (current version is 2.0 dated December 12, 2007) pertaining to the operations and administration of a SBDC Service Center. 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/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.

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. 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 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 of 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 foregoing, 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, 2009)</td>
<td>234</td>
</tr>
<tr>
<td>Business Start-ups</td>
<td>54</td>
</tr>
<tr>
<td>Capital Infusion</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>Program Income</td>
<td>$15,000</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>120</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.

<table>
<thead>
<tr>
<th>Enabling Goals</th>
<th>Performance Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Counseling Hours</td>
<td>3,600</td>
</tr>
<tr>
<td>Minimum required Counseling Hours (Entered in CATs)</td>
<td>1,800</td>
</tr>
<tr>
<td>Total Clients Counseled</td>
<td>360</td>
</tr>
</tbody>
</table>

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 the ASBDC and maintain accreditation status. 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. 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. Notwithstanding 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 counseling 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 Operations Manual.

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, 2009, 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 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 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.

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.
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.

7.4 Supporting Documentation. All invoices shall be approved by the appropriate financial/fiscal entries 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 of 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”. 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 following its delivery of the final request.

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 on 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

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 match 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.

9.3 **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.

9.4 **Counseling 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.

9.5 **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.

9.6 **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.

9.7 **Reports in Electronic Format.** LBCCD may require Sub-Recipient to submit Reports in electronic format and/or using software programs designated by LBCCD; 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 shall also at its expense provide necessary 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.

9.8 **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 pertain. 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.

9.9 **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.

9.10 **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, its 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 business advisors who provide professional or technical advice or recommended course(s) of action, each such business advisor 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 business advisor. Without limiting the generality of the foregoing, the following shall apply to each such consultant:

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

19.3 Disputes between Sub-Recipient and the business advisor shall be resolved through arbitration rather than litigation. Any personnel related issue is a matter between the center host institution and business advisor and to be handled internally per host institution HR policies. The arbitrator shall be selected by the mutual agreement of Sub-Recipient and the business advisor. Sub-Recipient and the business advisor shall enter into a written arbitration agreement concurrent with Sub-Recipient’s retention of the business advisor.

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

19.5 Following the expiration or earlier termination of this Agreement, if required by Sub-Recipient or LBCCD, the business advisor 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 business advisor’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 business advisor by which Sub-Recipient retains the services of the consultant.

19.6 No business advisor 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.

19.7 Sub-Recipient shall require each business advisor 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 business advisor certification program elected by the Lead Center for qualifying and hiring of business advisors 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 deliver 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.


21.1 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
4040 Paramount Blvd., Suite 107
Lakewood, California 90712
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
28460 Avenue Stanford, Ste. 100
Santa Clarita, CA  91355
Telephone No.: (661) 294-9375
Fax No.: (661) 294-5203
E-mail: steven.tannehill@canyons.edu

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

____________________________________________________

______________________________, California 9______
Attn: ____________________________
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: Sharlene L. Coleal
Title: Asst. Superintendent/Vice President
Business Services

Approved by the Board of Trustees on January 13, 2009
Exhibit “A”

Cooperative Agreement

[TO FOLLOW]

Copies of Exhibit A (21 pgs) are available ONLINE or hard copies upon request from the Chancellor’s Office.
Exhibit "B"

Program Announcement

[TO FOLLOW]

Copies of and Exhibit B (66 pgs) are available ONLINE or hard copies upon request from the Chancellor's Office
The Travel Authorizations Schedule is presented for approval. Activities include attendance at conferences or conventions, as indicated, and other professional business activities related to District matters. Proposed expenditures are consistent with Board Policy.

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

FISCAL IMPLICATIONS:
Travel expenditure requests for fiscal year 2008-09 totaling $6,057.33 are included in the 2008-09 Adopted Budget.

RECOMMENDATIONS:
Move Approval of Travel Authorizations Schedule T 08/09-24.
### RATIFIED TRAVEL

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<td>Seher Awan</td>
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<td>4C/SD Board Transition Meeting</td>
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<td>Meeting Date Change Only. Approved on 05/13/09</td>
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### INSTRUCTIONAL FIELD TRIPS

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**+ Indicates trip reimbursement has been approved.
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<td>30 Ram Manvi**+</td>
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**TRAVEL AUTHORIZATION SCHEDULE**
**BOARD OF TRUSTEES MEETING**
**June 24, 2009**

<table>
<thead>
<tr>
<th></th>
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<td>Deylene Meuschke***+</td>
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<tr>
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<tr>
<td></td>
<td>06/02-06/05/09</td>
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**GRAND TOTAL** $6,057.33

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<tr>
<th>Administrative Oversight Codes</th>
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<tbody>
<tr>
<td>* District Vehicle</td>
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<tr>
<td>** Private Vehicle</td>
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<td>+ Ratification</td>
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<td># Substitute Required</td>
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<tr>
<td>P - President (1000)</td>
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<tr>
<td>IS - Instructional Services (2000)</td>
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<td>SS - Student Services (3000)</td>
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<td>PP - Plant &amp; Property (5000)</td>
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<td>PS - Personnel Services (6000)</td>
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<td>AD - Administrative Services (7000)</td>
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<td>IR - Institutional Research (8000)</td>
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<td>CCC - Canyon Country Campus (9000)</td>
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### AGENDA

**CATEGORY**  BUSINESS SERVICES  

**ITEM/TITLE**  Approval of Travel Authorizations Schedule T  FY 2009/10-1  

**ACTION/CONSENT**  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 $8,872.48 are included in the 2009-10 Tentative Budget.

---

**RECOMMENDATIONS:**

Move Approval of Travel Authorizations Schedule T 09/10-1.

Submitted by:  
Kari Soffa  

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

Recommended by:  
Sharlene L. Coleal
# APPROVED TRAVEL FISCAL YEAR 09/10

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<th>Funding Source</th>
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<td>Pati Haley</td>
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<td>125.00</td>
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<td>Tim Baber</td>
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<td>187.00</td>
<td>125.00</td>
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<td>$607.00</td>
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<td>4</td>
<td>Audrey Green</td>
<td>No Cost to District</td>
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<td></td>
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<tr>
<td>5</td>
<td>Kristina Denee Piccinini</td>
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<td>6</td>
<td>Collette Gilson</td>
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<td>Mary Cooper</td>
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<td>Shaunti Dore</td>
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<td>9</td>
<td>Laura E.</td>
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## INSTRUCTIONAL FIELD TRIPS

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<tr>
<td>1</td>
<td>Adam Kiempi</td>
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## GRAND TOTAL

$8,872.48

### Administrative Oversight Codes

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<th>Code</th>
<th>Description</th>
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<td>P</td>
<td>President (1100)</td>
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<td>IS</td>
<td>Instructional Services (2000)</td>
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<td>BS</td>
<td>Business Services (4000)</td>
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<td>PP</td>
<td>Plant &amp; Property (5000)</td>
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<td>AD</td>
<td>Administrative Services (7000)</td>
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<tr>
<td>GOC</td>
<td>Cuyamaca Community College (9000)</td>
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1. FULL AGENDA BOOK - PAGE 49
Interfund transfers for fiscal years 2008-2009 and 2009-2010 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 2008-2009 Current Budget or the 2009-10 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 2008-09 Current Budget and the 2009-10 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
#### 6/24/2009 Business Meeting

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>From Amount</th>
<th>To Amount</th>
<th>Reference and Comments</th>
</tr>
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<tbody>
<tr>
<td>11-07310-00-670000-4000</td>
<td>Interfund Transfer - General Fund</td>
<td>91,659.00</td>
<td>91,659.00</td>
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<td>Transfer In - Retiree Benefits</td>
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<tr>
<td>12-97320-00-086125-2000</td>
<td>Transfer Indirect Support - CTE Teacher Prep Pipeline Grant</td>
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<td>Indirect Support for District - CTE Teacher Prep Pipeline Grant</td>
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<td>11-84892-00-086125-2000</td>
<td>Transfer In - General Fund</td>
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<tr>
<td>12-97320-00-100450-2000</td>
<td>Transfer Indirect Support - NEA Opera Grant</td>
<td>2,366.00</td>
<td>2,366.00</td>
<td>Indirect Support for District - National Endowment for Arts Opera Grant</td>
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<td>11-84892-00-100450-2000</td>
<td>Transfer In - General Fund</td>
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<td>12-97320-00-120330-2000</td>
<td>Transfer Indirect Support - ADN #116</td>
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<td>12-97320-00-130514-2000</td>
<td>Transfer Indirect Support - Foster Parent</td>
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<td>Transfer Indirect Support - CTE Community Collaborative #2</td>
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<td>Transfer Indirect Support - Cisco</td>
<td>17,348.00</td>
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<td>12-97320-00-575350-2000</td>
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<td>12-97320-00-684010-2000</td>
<td>Transfer Indirect Support - SBDC</td>
<td>8,996.00</td>
<td>8,996.00</td>
<td>Indirect Support for District - Small Business Development Center Grant - 2008</td>
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<td>Transfer In - General Fund</td>
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<td>Transfer Indirect Support - SBDC</td>
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<td>7,143.00</td>
<td>Indirect Support for District - Small Business Development Center Grant - 2009</td>
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<td>12-97320-00-684036-2000</td>
<td>Transfer Indirect Support - SBDC California Transportation Grant</td>
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<td>Transfer Indirect Support - SBDC Entrepreneur Career Pathway</td>
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<td>Transfer Indirect Support - Disaster Assistance Project Grant</td>
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### District Transfers for Fiscal Year 2009-2010

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<th>Reference and Comments</th>
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<td>Interfund Transfer - General Fund</td>
<td>950,000.00</td>
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<td>Transferring $1 per student contact hour per ISA contract with L.A. County First</td>
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<td>Transfer In - Debt Service Fund</td>
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<tr>
<td>29-97310-00-714042-2000</td>
<td>Interfund Transfer - Debt Service 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>
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<td>43-48920-00-714042-2000</td>
<td>Transfer In - Capital Projects Fund</td>
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<td>43-97310-00-714042-2000</td>
<td>Interfund Transfer - Capital Project Fund</td>
<td>2,500,000.00</td>
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<td>Transferring $1 set aside accumulated to date in Capital</td>
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</table>

FULL AGENDA BOOK - PAGE 51
## Santa Clarita Community College District
### Transfers Between Funds
#### 6/24/2009 Business Meeting

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>From Amount</th>
<th>To Amount</th>
<th>Reference and Comments</th>
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<tr>
<td>29-48982-00-714042-2000</td>
<td>Transfer In - Debt Service Fund</td>
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<td>2,500,000.00</td>
<td>Projects fund to the Debt Service fund to cover Del Valia payments</td>
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<td>Interfund Transfer - General Fund</td>
<td>50,000.00</td>
<td>50,000.00</td>
<td>Transfer out from Unrestricted General Fund to pay debt service on 2006 Certificates of Participation</td>
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<td>Transfer In - Debt Service Fund</td>
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<td>810,381.00</td>
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<td>Interfund Transfer - General Fund</td>
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<td>255,016.00</td>
<td>Transfer out from Unrestricted General Fund to pay debt service on 2006 Certificates of Participation</td>
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<td>29-48982-00-714999-5000</td>
<td>Transfer In - Debt Service Fund</td>
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<td>154,858.00</td>
<td>Transfer out from Student Center Fund to pay debt service on 2006 Certificates of Participation</td>
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<td>Interfund Transfer - Student Center Fund</td>
<td>154,858.00</td>
<td>154,858.00</td>
<td>Transfer out from Restricted General Fund (Parking) to pay debt service on 2005 Certificates of Participation</td>
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<td>Transfer In - Debt Service Fund</td>
<td>618,280.00</td>
<td>618,280.00</td>
<td>Transfer out from Unrestricted General Fund to the Child Development Center Fund for District contribution towards CDC</td>
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<td>11-97310-00-692500-2000</td>
<td>Interfund Transfer - General Fund</td>
<td>111,573.00</td>
<td>111,573.00</td>
<td>Transfer out from Unrestricted General Fund to the Locally Funded Capital Projects Fund to the Unrestricted General Fund</td>
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<td>Transfer In - Child Development Center Fund</td>
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<td>Interfund Transfer - Locally Funded Capital Fund</td>
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<td>Transfer out from Unrestricted General Fund to the Performing Arts Center Fund for District contribution towards PAC</td>
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<td>11-97310-00-683209-7000</td>
<td>Interfund Transfer - General Fund</td>
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<td>Transfer out from Unrestricted General Fund to the Performing Arts Center Fund for District contribution towards PAC</td>
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<td>58-48982-00-583209-7000</td>
<td>Transfer In - Performing Arts Center Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COC Foundation Transfers for Fiscal Year 2008-2009

<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</td>
<td>2,300.00</td>
<td>2,300.00</td>
<td>Transferring Administrative Fee income from various gifts to the COC Foundation Operating Fund per Administrative Fee Policy and Procedure</td>
</tr>
<tr>
<td>81-48982-00-930012-1000</td>
<td>Transfer In - Administrative Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>82-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - Various Programmatic Funds</td>
<td>3,000.00</td>
<td>3,000.00</td>
<td>Transferring funds from various Programmatic Funds to the University Center Capital Campaign Fund</td>
</tr>
<tr>
<td>83-48982-00-000000-0000</td>
<td>Transfer In - University Center Capital Campaign</td>
<td></td>
<td></td>
<td></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-1000</td>
<td>Interfund Transfer - Various COC Foundation Funds</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>81-48982-00-930012-1000</td>
<td>Transfer In - COC Foundation Operating Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>82-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - Various Programmatic Funds</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>Placemaker to allow the xfer of funds from various Programmatic Funds to the University Center Capital Campaign Fund</td>
</tr>
<tr>
<td>83-48982-00-000000-0000</td>
<td>Transfer In - University Center Capital Campaign</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>82-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - Endowed Scholarship Fund</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>Placemaker to allow the xfer of funds from various Programmatic Funds to the Endowed Scholarship Fund</td>
</tr>
<tr>
<td>86-48982-00-XXXXXX-1000</td>
<td>Transfer In - Endowed Scholarship Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>84-97310-00-XXXXXX-1000</td>
<td>Interfund Transfer - COC Foundation Endowment Scholarships</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>Placeholder to allow xfer of funds from various Endowment Scholarships at the donor's request</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>
<td>---------------------</td>
<td>-------------</td>
<td>----------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Grand Total - All Transfers</td>
<td></td>
<td>8,051,321.00</td>
<td>8,051,321.00</td>
<td></td>
</tr>
</tbody>
</table>

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

**BACKGROUND / ANALYSIS:**

Education Code Sections 45032, 45162, and 87806 provide that salaries can be set any time during the year. However, they do not permit retroactivity. The California Constitution (Article 11, Section 10) prohibits officers or employees from receiving additional compensation for services already rendered. However, if the Governing Board declares, in advance of the new fiscal year, that salaries for management, confidential, and/or other unrepresented employees are indefinite, whether subject to future review, negotiation, financial condition or other factors, such action will suffice to permit retroactive salary back to the beginning of the new year. When retroactive payment is made, it will constitute payment of salaries that have been finally set by the Governing Board.

This is an annual item that is required by the Los Angeles County Office of Education if salaries for unrepresented employees are not yet settled for the fiscal year 2009/2010.

**FISCAL IMPLICATIONS:**

N/A.

**RECOMMENDATIONS:**


Submitted by: Sharlene L. Coleal

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: Sharlene L. Coleal
RESOLUTION NO. 2008/09-24:
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

RETROACTIVE PAY FOR UNREPRESENTED PERSONNEL

WHEREAS, as a result of financial uncertainties, negotiations, legislation, and other factors, the governing board hereby declares that all management, confidential and other unrepresented employee salaries are declared indefinite for 2009/2010.

WHEREAS, problems occur each year with retroactive salary increases for chancellors, assistant superintendents, other management or unrepresented personnel. Management, confidential, and other unrepresented employee salaries can be set by the governing board by unilateral action without bargaining. Long-standing county counsel opinions preclude retroactive pay, except in instances where salaries are declared indefinite. California Constitution Article 11, Section 10 prohibits retroactivity by stating that officers or employees cannot receive additional compensation for services already rendered. However, education codes 45032, 45162, and 87806 provide that salaries can be set at any time during the year but can only be made retroactive in the case that the salaries are indefinite.

WHEREAS, the Los Angeles County Office of Education advises that governing boards declare prior to June 30 of each year that salaries are indefinite for unrepresented employees.

NOW BE IT RESOLVED that the Board of Trustees of the Santa Clarita Community College District hereby adopts said resolution declaring that for all unrepresented employees, including management, salaries are indefinite.

IN WITNESS of the adoption of the foregoing Resolution No. 2008/09-24 at a duly called regular meeting of the Santa Clarita Community College District Board of Trustees held June 24, 2009, the following members of the said Board have affixed their signatures:

BOARD OF TRUSTEES OF THE SANTA CLARITA COMMUNITY COLLEGE DISTRICT:

__________________________________________
Joan W. MacGregor, President

__________________________________________
Scott T. Wilk, Vice President

__________________________________________
Bruce D. Fortine, Clerk

__________________________________________
Michele R. Jenkins, Member

__________________________________________
Ernest L. Tichenor, Member
Approval of Contract with Los Angeles County Office of Education for Peoplesoft Financial System, Fiscal Year 2009-2010

BACKGROUND / ANALYSIS:
The Los Angeles County Office of Education (LACOE) has forwarded their fiscal year 2009-2010 contract for Financial System Services to the District for Board approval. LACOE provides the District with a comprehensive general ledger in Peoplesoft, which facilitates online data entry, data uploads, payments to vendors, processing of revenues, and year-end accruals.

LACOE is again offering a fee structure that includes a “flat fee” option to interface districts like the Santa Clarita Community College District. The annual flat fee of $30,000 for a District with 15,000 to 19,999 FTES remains unchanged from last year. This flat fee saves us approximately $34,470 this year compared to the old method of charging per general ledger account and per FTES.

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

FISCAL IMPLICATIONS:
Estimated annual charges of $30,360 are included in the 2009-2010 Tentative Budget.

RECOMMENDATIONS:

Submitted by: Cindy Grandgeorge

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

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

CONTRACT
FOR
PEOPLESOFHT FINANCIAL SYSTEM
FISCAL YEAR 2009-2010

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

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

1. BASIS OF CONTRACT

   LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2009-10 Worksheet, attached hereto and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

   This Contract is effective July 1, 2009, and shall remain in effect through June 30, 2010. The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

3. COSTS AND PAYMENTS

   District shall pay LACOE the costs, as specified in Exhibit A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2009-10 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2009-10. The final quarter transfer will be adjusted to reflect District’s actual charges for the FY 2009-10 school year. Notices of journal transfers will be provided.

4. INDEMNIFICATION

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

5. **INSURANCE**

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

6. **INDEPENDENT CONTRACTOR**

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

7. **RECORD RETENTION AND INSPECTION**

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

8. **CONFIDENTIALITY AND NON-DISCLOSURE**

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

9. **MODIFICATION**

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

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

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

11. **INTEGRATION**

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

12. **ATTORNEY'S FEES**

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

13. **GOVERNING LAW/FORUM SELECTION**

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

14. **NOTICES**

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

**LACOE:**

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

District:

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

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

16. **TOBACCO-FREE WORKPLACE**

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

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

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

18. **ORDER OF PRECEDENCE**

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

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

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

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

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

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

20.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
20.3 Are not presently indicted for, or otherwise criminally or civilly charged by any
government entity (Federal, State or Local), with commission of any of the offenses
enumerated in Section 20.2 above, of this certification;

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

21. **EXECUTION REQUIREMENTS**

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

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By

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

Date 6/24/09

DISTRICT

By

Sharlene L. Coleal
Typed or Printed Name

Title Asst. Superintendent/V.P.
Business Services

Date 6/25/09

Date Approved
by Board, if Required 6/24/09

Contact Person Cindy Grandgeorge

Title Controller

Phone # 661-362-3420

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

Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, Clark Building, Room 153
Downey, California 90242-2890

5

FULL AGENDA BOOK - PAGE 61
SERVICES PROVIDED BY LACOE

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

VARIOUS INTERFACES

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

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the district. For the purpose of this Agreement, FTES shall be the total average full-time equivalent students for the community college district as reported in the Annual Report of Attendance for the 2008-09 school year. Total accounts shall be defined as the total number of accounts for all funds on file on December 31, 2009.

It is estimated that the amount payable to LACOE for the FY 2009-2010 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:
- Data entry through workstations
- Chart of accounts meet state requirements
- Online data entry and maintenance of chartfields
- Edits for errors
- Budget checking
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County-offered modules
- Audit trails
- Wide selection of online and hard copy reports
- Commercial warrant processing
- Student Payment Interface

Charges: \[ \text{\$2.40} \times \frac{\text{Total FTES}}{\text{per FTES per Total FTES}} = \$ \]

Plus \[ \text{\$1.50} \times \frac{\text{No. of Accounts}}{\text{per No. of Accounts}} = \$ \] Estimated General Ledger Charge $N/A$ Enter on Exhibit C

FULL AGENDA BOOK - PAGE 62
INTERFACE GENERAL LEDGER DISTRICTS

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

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

Charge: \[ \text{FTES} \text{16,550} \text{= $30,000} \text{Enter on Exhibit C} \]

INVENTORY

Features:
- Stock receipts, issues, on-hand data available
- Interface with purchasing module
- Interface with Accounts Payable module
- Wide selection of inquiry panels
- Interface with General Ledger module
- Update of weighted average unit cost with invoice price
- Specialized reports

Charge: \[ \$1,42 \times \text{Total FTES} \text{= $N/A} \text{Enter on Exhibit C} \]
EXHIBIT A
Contract for PeopleSoft Financial System
Page 3

PURCHASING

Features:
• District printing of purchase orders (PO)
• Site requisition
• Online PO sourcing
• Online PO approval
• Online item maintenance
• Online vendor maintenance
• Express requisition panels
• Express PO panels
• Interfaces with County-offered Inventory and General Ledger modules
• Automatic encumbering and disencumbering
• Change orders
• Specialized reports

Charge: \( \frac{1.42 \times \text{Total FTES}}{\text{Enter on Exhibit C}} = \frac{\text{N/A}}{\text{Enter on Exhibit C}} \)

1099 REPORTING

LACOE Responsibility and Support:
• Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
• LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
• LACOE will provide districts with the following reports:
  (1) Preliminary and final hard copy Detailed Summary report of all 1099 vendors reported to the IRS
  (2) 1099 Vendor List
  (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
  (4) Withholding Voucher/Vendor Match Report
• LACOE provides workshop for 1099 processing in November
• Provide instructions and IRS 1099 and 1098 forms for filing manual corrections
• Inclusion of Associated Student Body (ASB) or non PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

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

Charge: $300 per year = \( \frac{\text{N/A}}{\text{Enter on Exhibit C}} \)
PEOPLESOFTR REPORTS

Basic Report Package

The specific PeopleSoft Financial System (PSFS) modules subscribed to determine the number of reports community college districts are entitled to as part of their basic package. Community College Districts can select online and hard copy access from any of the report categories offered (daily, weekly, monthly, and quarterly) as outlined below for their basic package. The number of reports selected must be within those allowable under the basic package.

<table>
<thead>
<tr>
<th>PSFS modules subscribed to</th>
<th>Number of reports covered under the basic package (Daily, Weekly, Monthly, Quarterly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Ledger and Accounts Payable (Base)</td>
<td>25 from all report categories</td>
</tr>
<tr>
<td>General Ledger and Accounts Payable: Purchasing (Base + PO)</td>
<td>28 from all report categories</td>
</tr>
</tbody>
</table>

Community College Districts that do not complete and return the reports section of the contract by June 30, 2008, will have online access to the same number of basic reports indicated above, and identified in BOLD and marked with an ASTERISK (*).

The basic report package does not preclude community college districts from selecting additional reports from the variety of reports offered. Reports requested in addition to those covered under the basic package, will be charged at the rate of $10 to $50 as indicated opposite each report.

Any new reports implemented while this contract is in effect, will be provided at no charge. We will begin charging for these new reports in fiscal year 2010-11.

### Daily Reports

<table>
<thead>
<tr>
<th>Report ID</th>
<th>Report Name and Description</th>
<th>Report Version</th>
<th>Basic Package</th>
<th>Additional Reports</th>
<th>Rate</th>
<th>Days</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAAP029S*</td>
<td>Warrant Register Report</td>
<td>Online</td>
<td>1</td>
<td></td>
<td>$10.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hard Copy</td>
<td>1</td>
<td></td>
<td>$15.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td>LAAPINTC</td>
<td>AP Interface Error Report</td>
<td>Online</td>
<td>1</td>
<td></td>
<td>$10.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td>LACSUREG</td>
<td>Suspense Register</td>
<td>Online</td>
<td>1</td>
<td></td>
<td>$10.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td>LAGL009S*</td>
<td>Trial Balance by Fund</td>
<td>Online</td>
<td>0</td>
<td></td>
<td>$10.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hard Copy</td>
<td>0</td>
<td></td>
<td>$15.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td>LAGL009C/S</td>
<td>Daily BCM Error Report</td>
<td>Online</td>
<td>1</td>
<td></td>
<td>$10.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hard Copy</td>
<td>0</td>
<td></td>
<td>$15.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td>LAGL010S</td>
<td>Journal Edit Error Report</td>
<td>Online</td>
<td>1</td>
<td></td>
<td>$10.00</td>
<td>247</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hard Copy</td>
<td>0</td>
<td></td>
<td>$15.00</td>
<td>247</td>
<td>$</td>
</tr>
</tbody>
</table>

For additional daily reports, complete the information below.
# Daily Reports (continued)

<table>
<thead>
<tr>
<th>Report ID</th>
<th>Report Name and Description</th>
<th>Report Version</th>
<th>Basic Package</th>
<th>Additional Reports</th>
<th>Rate</th>
<th>Days</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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LCCH Reports: Free for EFT districts; additional copies charged as indicated opposite the report.
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LAPO Reports: Purchasing districts only.
**Monthly Reports**

Unless indicated as Preliminary and Final, report is produced once at end of month.

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For additional monthly reports, complete the information below.

LAAP030S**: No charge to all 1099 districts; additional copies charged as indicated opposite the report.

LAPO Reports: Purchasing districts only.

LCCH Reports: Free for EFT districts; additional copies charged as indicated opposite the report.
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TOTAL QUARTERLY REPORTS

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GRAND TOTAL BEFORE ANNUAL (YEAR-END) REPORTS

For additional quarterly reports, complete the information below.
Annual (Year-End) Reports

These reports are NOT part of the basic package, and are available at an additional charge.

Please indicate the report version and the quantity of each report requested by the district. The charges listed are per report per week.

Note:
* LAGL006S (Trial Balance by Fund), and LAGL013S (Appropriation Control) reports will be posted to RAD daily.
  A hard copy will be printed weekly with the rest of the annual reports requested.
* The annual LCGO41S (Accounts Payable Listing by Fund/Resource/Object 9519) will be produced only until districts are open for the prior fiscal year.
* Districts who request hard copy reports after the August 20 processing date will be charged a fee of $100 per report.

This charge covers only a portion of the cost incurred by the County Office to produce the reports after the scheduled processing date.

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FULL AGENDA BOOK - PAGE 71
### Annual (Year-End) Reports (continued)

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**TOTAL ANNUAL (YEAR-END) REPORTS**

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**GRAND TOTAL AFTER ANNUAL (YEAR-END) REPORTS**

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*Enter on Exhibit C*
Los Angeles County Office of Education  
Division of Technology Services  
Finance and Administration  
9300 Imperial Highway, Downey, CA 90242  

CONTRACT FOR PEOPLESOF T FINANCIAL SYSTEM  
Fiscal Year 2009-10 Worksheet  

EXHIBIT C  

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Additional PeopleSoft Reports  
- Daily (Online)  
- Daily (Hard Copy)  
- Weekly (Online)  
- Weekly (Hard Copy)  
- Monthly (Online)  
- Monthly (Hard Copy)  
- Quarterly (Online)  
- Quarterly (Hard Copy)  
- Annual (Year-End) — (Online) | $ 160,00 |
- Annual (Year-End) — (Hard Copy) | $ 200,00 |

Estimated Total | $ 30,360.00 |

DISTRICT  

By Sharlene Coleal  

______________________________  
Typed or Printed Name  

Title Asst. Superintendent/V.P.  

Date 6/25/09  

FULL AGENDA BOOK - PAGE 73
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

AGENDA
CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval of Authorization for Cash Loan – Annual Renewal

of Existing Loan for Fiscal Year 2009-2010 – College of the

Canyons Foundation Program Fund (Fund 82) to the

College of the Canyons Operating Fund (Fund 81)

ACTION/CONSENT

BACKGROUND / ANALYSIS:
Every year the College of the Canyons Board of Trustees authorizes cash loans between District funds to alleviate temporary cash flow shortages. Temporary cash borrowing is an effective tool when funds must be spent in advance of revenue receipts or funding cycles, and as a way to mitigate the effects of State deferrals.

Similar to the District practice described above, the College of the Canyons Foundation’s Operating Fund has historically borrowed from its Program Fund, specifically “Funds for the Future,” in past years to alleviate temporary cash flow shortages. Cash flow for 2009-10 is anticipated to be very positive. But, since revenues/pledge payments from fundraising events, like the annual Golf Tournament, Silver Spur event, and President’s Circle, often are received after expenses, this authorization will provide flexibility if needed.

Since Board authorization is required by Los Angeles County Office of Education (LACOE) for all cash loans/temporary borrowing between funds, this Board item renews the temporary loan authorization for a maximum of $50,000 for Fiscal Year 2009-10 from the College of the Canyons Foundation Program Fund – Funds for the Future (Fund 82) to the College of the Canyons Foundation Operating Fund (Fund 81). This option will be executed only if needed.

FISCAL IMPLICATIONS:
The fund loaning cash (Fund 82) will have its cash temporarily reduced. Temporary loans do not affect ending fund balances since “due to” and “due from” entries are booked.

RECOMMENDATIONS:
Move Approval of Authorization for Cash Loan – Annual Renewal of Existing Loan for Fiscal Year 2009-2010 – College of the Canyons Foundation Program Fund (Fund 82) to the College of the Canyons Operating Fund (Fund 81).

Submitted by: Cindy Grandgeorge

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

Chancellor

Recommended by: Sharlene L. Coleal

FULL AGENDA BOOK - PAGE 74

5.6, Page 1
June 24, 2009
The governing board of a Community College District may approve the establishment of bank accounts outside of the appropriate county treasury for use as clearing accounts, revolving accounts, or for special functions such as the associated student body. The Chancellor’s Office requests that bank accounts be annually reviewed and re-approved by the governing board to confirm the continuing need for the accounts. The Santa Clarita Community College District currently holds the following bank accounts, which were established based on prior board approvals. These accounts are being submitted for re-approval for fiscal year 2009-2010:

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<td>Clearing Account – Districtwide</td>
<td>Receives check/cash deposits for subsequent transfer to County Treasurer</td>
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<tr>
<td>Citibank</td>
<td>Clearing Account – Districtwide</td>
<td>Receives credit card receipts for subsequent transfer to County Treasurer</td>
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<tr>
<td>Bank of America</td>
<td>Clearing Account – Parking Ticket Fund</td>
<td>Receives parking ticket receipts for subsequent transfer to County Treasurer</td>
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<td>Bank of America</td>
<td>Revolving Account – Districtwide</td>
<td>Issue checks for payroll errors and miscellaneous emergency disbursements</td>
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<tr>
<td>Bank of America</td>
<td>Revolving Account – Child Development Center</td>
<td>Issue checks for small purchases/services required for CDC operations</td>
</tr>
<tr>
<td>Bank of America</td>
<td>Revolving Account – Fine Arts Department</td>
<td>Issue checks for small purchases/services required for Fine Arts classes/performances</td>
</tr>
<tr>
<td>Bank of America</td>
<td>Revolving Account – PAC</td>
<td>Issue checks for small purchases/services required for PAC “COC Presents” shows</td>
</tr>
<tr>
<td>Citibank</td>
<td>Operating Funds – ASG</td>
<td>For deposit and disbursement of ASG funds</td>
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<td>Bank of America</td>
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<td>Operating Funds – ASG</td>
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<td>Bank of America</td>
<td>Operating Funds – ASG</td>
<td>Certificate of Deposit for additional ASG funds</td>
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**FISCAL IMPLICATIONS:**
These bank accounts allow the District to expedite business transactions and maintain sound business practices.

**RECOMMENDATIONS:**
Move Approval of Board Authorized District Bank Accounts – Fiscal Year 2009-2010 Re-Approval of Existing Accounts.

Submitted by: Cindy Grandgeorge

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

Recommended by: Sharlene L. Coleal
**AGENDA**

**CATEGORY** BUSINESS SERVICES

**ITEM/TITLE** Approval of Independent Contract Agreement Between

| Santa Clarita Community College District and | Mr. Jesse Munoz, Freelance Writer and Photographer |

**ACTION/CONSENT**

| ACTION |

**INFORMATION**

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

The Agreement with Mr. Munoz is for assisting the Santa Clarita Community College District’s communications function by writing news articles and releases, providing photographic coverage of college events, writing about activities and events, and working with a broad spectrum of faculty, staff and administrators to promote their initiatives and programs to both internal and external audiences during the Fall, 2009 semester. His contract supports the District’s need to provide the public with clear information about the college during these uncertain economic times, 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 is a rehire of Mr. Munoz for the first half of the 2009 - 2010 fiscal year. The total amount of the contract is $18,000. Copies of the agreement are available upon request from Business Services.

**FISCAL IMPLICATIONS:**

Funds for this contract are included in the 09/10 Adopted Budget.

**RECOMMENDATIONS:**

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

---

Submitted by: Sue Bozeman

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Vice President, District Communication Marketing and External Relations
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.** 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, 2009**, and will diligently perform as required and complete performance by **December 31, 2009**.

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 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 District. 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>
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<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>Jesse Munoz</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>Valencia, CA 91355</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Attn:</td>
</tr>
<tr>
<td>Attn: Sue Bozman</td>
<td>Email: <a href="mailto:sbozman@canyons.edu">sbozman@canyons.edu</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:sbozman@canyons.edu">sbozman@canyons.edu</a></td>
<td>Tele: 661-382-3415</td>
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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.

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<thead>
<tr>
<th>SANTA CLARITA COMMUNITY COLLEGE DISTRICT</th>
<th>CONTRACTOR</th>
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<tbody>
<tr>
<td><strong>BY:</strong></td>
<td><strong>BY:</strong></td>
</tr>
<tr>
<td>Print</td>
<td>Signature of Authorized Representative</td>
</tr>
<tr>
<td>Name SHARLENE L. COLEAL</td>
<td>Print Name</td>
</tr>
<tr>
<td>Print</td>
<td>Print Title</td>
</tr>
<tr>
<td>Title ASST SUPERINTENDENT/VP-BUS SERVICES</td>
<td>Date</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>Social Security #</td>
</tr>
<tr>
<td><strong>Board Meeting-Date of Approval/Ratification</strong></td>
<td>Or Federal Tax ID #</td>
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</table>

FULL AGENDA BOOK - PAGE 80
AGENDA CATEGORY: BUSINESS SERVICES

ITEM/TITLE: Denial of Claim for Damages – Keenan & Associates

<table>
<thead>
<tr>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
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BACKGROUND / ANALYSIS:

On June 4, 2009, the District received a claim which was forwarded to Keenan & Associates for review.

Government Code Section 911.6 requires the governing board to grant or deny the application within 45 days after it has been received. Keenan & Associates recommends that the claim be denied. The claimant will be advised that the rejection is a formal procedure and has six months to resolve the claim.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:

Submitted by: Shari Bricker

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

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

ITEM/TITLE  Approval of Contract for Pest Control Services  \( \times \)  ACTION/CONSENT

(Vertex Pest Solutions)

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 eradication services campus-wide for both Valencia and Canyon Country Campuses. The term of the contracts is July 1, 2009 through June 30, 2010.

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 FY08/09 Adopted Budget in Fund 11 for facilities-related service contracts.

RECOMMENDATIONS:
Move approval of contract for pest eradication services as noted above.

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

Recommended by:

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FULL AGENDA BOOK - PAGE 82
Integrated Pest Eradication Service Specification
For
College of the Canyons

I. PEST COVERAGE

Pest Control Covered in this Service Agreement:
Vertex Pest Solutions will inspect and provide for the control and prevention of rats, mice, cockroaches, fleas, spiders, wasps, silverfish, pill bugs, sow bugs, carpet beetles, flies, stored product pests, and ants.

Pest Control Not-Covered in this Service Agreement:
Services for insect’s not-covered such as (pharaoh and carpenter ants, brown recluse spiders, termites, gophers and squirrels) and other structural pests are available on a per application basis at a preferred rate.

II. SCOPE OF OPERATIONS

RODENT CONTROL

• Exterior Rodent Control

  Maintenance of Exterior Fence line and/or Building Perimeter Tamper-Proof Rodenticide
  Bait Stations as needed.
  Tamper-resistant rodenticide bait stations will be maintained along the exterior of the facility. The building perimeter stations will be monitored at least 1X per month. These Tamper-proof rodenticide bait station stations will be placarded with an individual number, labeled on both the outside and inside, anchored, and locked. Rodenticides are to be replenished as needed. If activity is noted, it will be recorded on our sanitation report. If activity continues, rodent control measure will be intensified and until the activity ceases.
  Numbered wall markers and dating stickers for each rodent device will be provided. Only EPA approved residual and non-residual insecticides and rodenticides will be used. All documentation will be recorded on our sanitation report.
  Vertex Pest Solutions will inspect and document activity of all pests. Areas of inspection will include accessible exterior of your facility. Existing insect infestations will be treated using an integrated approach to their control.
  o Glue-trap monitors
  o Cockroach baits
  o Ant baits
  o Bee and Yellow Jacket Bait Stations

• Exterior Insect Control

  Exterior perimeter of building and trash areas will be inspected and treated on a monthly basis. Documentation of insect activity, storage, sanitation and structural concerns will be recorded within Vertex Pest Solutions Pest Management Sanitation Report.
  Only EPA approved residual and non-residual insecticides and rodenticides will be used, including dusts and insecticide baits.
  Service will consist of a thorough inspection of the facility to locate and eliminate any possible infestations. Treatment will include the following as needed:

• Interior Insect Control

  Only EPA approved residual and non-residual insecticides and rodenticides will be used, including dusts and insecticide baits.
  Service will consist of a thorough inspection of the facility to locate and eliminate any possible infestations. Treatment will include the following as needed:
  
  • Flush cracks and crevices.
  • Treatment of all wall voids, doorjambs, electrical boxes, in and around food machinery.
  • Dust cracks and crevices and void areas with residual dust, pyrethrin, and gel bait products.
  • Inspect and install preventative rodent equipment where needed.
  • Inspect and install rodent and insect activity monitors in appropriate areas.
III. ONGOING PREVENTIVE SERVICE

Frequency of Service:

All areas will be serviced once per month. The entire service area will be broken up into four sections. Each section will be serviced weekly.

IV. SERVICE VERIFICATION AND DOCUMENTATION

○ OVERALL PEST CONTROL PROGRAM LOG BOOK Pesticides Management Log book containing:
  - Integrated Pest Eradication Agreement, Approved Materials, Labels & Material Safety Data Sheets, Licenses—Certification—
  - Insurance, Pestside Usage Log, Service Reports, QA Audit info, Periodic Sanitation reports, Pest sighting Sheets, Rodent Device
  - Map.

A. Service Invoice:

A service invoice will be provided at the end of each service call. This invoice will provide information on the chemicals and materials applied during the call.

B. Integrated Pest Management Sanitation Report:

A report form will be provided once a month for the exterior of the facility. The report will include information on the type(s) of pest infestation(s) found and their specific location, general sanitation deficiencies that may cause or contribute to pest infestations, and pertinent remarks on conditions or procedures at the facility.

C. Pest Sighting Sheet:

A pest-sighting log will be maintained to communicate pest or pest evidence sighting by facility employees to Vertex Pest Solutions Service Personnel. In turn, the log will be noted and initialed by the Service Personnel during each service call.

V. ADDITIONAL SERVICE REQUESTS

In the event additional services are necessary between our regularly scheduled visits for pests included in Item II. Such service will be rendered during regular servicing hours without additional charge.

VI. QUALITY ASSURANCE SUPPORT SERVICES

- Quality Assurance Audits

Quality Assurance Audits play an important role in maintaining the effectiveness of the Integrated Pest Eradication program. These interactive meetings will provide a forum for discussing any concerns you may have regarding the effectiveness of the program. From these meetings, we will cooperatively modify the program to meet your needs and objectives.

Quality Assurance is provided as follows: The Local Quality Assurance Audit is a floor level evaluation of our pest management program and factors impacting its effectiveness. Vertex Pest Solutions management personnel will perform semi-annual audits on a regular basis. Our objective is to provide you with an assessment of structural and sanitation conditions affecting pest management and service quality.

Client Services and Quality Control

Our corporate office is open from 7:00 a.m. to 5:00 p.m. P.S.T. (800) 563-1700. We also maintain a 24-hour toll-free number for your convenience (800) 563-1700. Our Total Quality Management program consists of internal report monitoring, customer service auditing, a corporate system of back-up service providers and on-going service performance evaluation to assure our quality standards are being met.

VII. GUARANTEE

Calls will be responded to within 4 hours. Response to a location within 4 hours may be satisfied either by phone or in-person. As a first line of action, College of the Canyons should contact the Vertex Pest Solutions corporate office for immediate response.

Page 2
ANCILLARY SERVICES

We provide the following services, materials, and equipment in our industry. We may also recommend services or products for excluded pests and additional local needs at an additional charge, when necessary. (Your contract may already cover some of the following services.)

1. Additional Services
   A. $25.00  Rodent bait station installation/replacement.
   B. $185  Bee Treatment. (Hive removal will require an estimate)
   C. $11.00  Fly Light Service (includes fly paper and bulbs)
   D. $234.00  Fly Light Purchase (based on a standard Mantis)
   E. $20.00  Aerosol (Purge) Service – per unit
   F. $75.00  Bird Removal (interior; per bird)
   G. $85.00  Exterior Bird Exclusion (will require an estimate)
   H. Gophers and Squirrels
   I. Skunk and Opossum removal (per skunk/Opossum)
   J. Wood Destroying Organism Control including Termites

EQUIPMENT REPLACEMENT COSTS
(If missing or damaged other than normal wear and tear)

Exterior Tamper Proof Bait Stations: $25.00 per unit

Exterior Yellow Jacket Stations: $25.00 per unit

IX. PRICING

Santa Clarita Campus
$1425.00 1x per month broken into four separate services.

Canyon Country Campus
$315.00 1x per month.

X. TERMS

This agreement will be for a period of 12 months, starting July 1st, 2009; expires June 30th, 2010, subject to satisfaction and can be canceled with a written 7 days notice for poor service and by either party in whole or part with a 30 day written notice. This proposal is provided for the sole purpose of developing a pest elimination program with Vertex Pest Solutions and College of the Canyons, and shall remain confidential.

EFFECTIVE DATE:  

AGREED BY:

Kurt J. Remmes  
CEO  
Authorized Agent  
College of the Canyons

Page 3
AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Contract for Railing Installation for the
Dr. Dianne G. Van Hook University Center Construction
Project (Carpentry Plus)

ACTION/CONSENT  X
ACTION
INFORMATION
DISCUSSION

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

The District would like to enter into a contract with Carpentry Plus (Canyon Country, CA) for the installation of
handrails for the University Center Project in the amount of $24,944. The District used the informal bidding
guidelines of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) for projects
$125,000 or less in obtaining bids.

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

FISCAL IMPLICATIONS:
The Dr. Dianne G. Van Hook University Center Construction Project is a joint State/GO Bond/Locally funded
project. Funds for this in the amount of **$24,944** are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for the Dr. Dianne G. Van Hook University Center Construction Project as noted
above.

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

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

Recommended by:
FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Carpentry Plus, 20138 Drasin Drive, Canyon Country, CA 91351 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Installation of Handrails for University Center Construction Project.

1. Payment. The lump sum price for the Work is Twenty-Four Thousand Nine Hundred Forty-Four Dollars ($24,944).

2. Term. The term of this Agreement shall commence June 25, 2009 and shall end no later than July 30, 2009.

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

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

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

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

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

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

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

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

CONTRACTOR
BY: Authorized Representative
Print Name
Print Title
Date
CONTRACTOR’S LICENSE NUMBER
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 for 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 unft person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from DISTRICT'S service and shall not again be permitted on DISTRICT'S worksite without the written consent of the DISTRICT.

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

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

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

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

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

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

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

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

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

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

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

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

(c) The use of any copyrighted materials, patent applications, or patents;

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: __________________________  ________________/Date
<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Maintenance Agreement for Elevators</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Campuswide (ThyssenKrupp Elevator)</td>
</tr>
</tbody>
</table>

**BACKGROUND / ANALYSIS:**
The District would like to enter into a contract with ThyssenKrupp Elevators (Los Angeles, CA) for the maintenance and safety testing of elevators on the Valencia Campus. The District has been using ThyssenKrupp for this service for many years and has been pleased with the service provided. Services covered under this contract include 24-hour phone monitoring and emergency call service to handle elevator calls (if needed, personnel from ThyssenKrupp stay on the line to reassure a stranded passenger that help is on the way), preventative maintenance to ensure optimum operation of elevators, full coverage parts replacement, quality assurance and annual safety training.

The cost is $3,034 per month for a total contract cost of $36,408. 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 $36,408 will be included in the General Fund for Maintenance & Operations.

**RECOMMENDATIONS:**
Move approval of Maintenance Agreement for Elevators with ThyssenKrupp Elevator as noted above.

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

Recommended by:
**Purchaser:** Santa Clarita Community College District
26455 Rockwell Canyon
Santa Clarita, CA 91355
Hereinafter referred to as "Purchaser", "you", and "your".

**Location:** College of The Canyons
26455 Rockwell Canyon
Santa Clarita, CA 91355

**By:** ThyssenKrupp Elevator Corporation
6087 Triangle Drive, Los Angeles
Los Angeles, CA 90040
Telephone: (818)847-6151, (323)855-6256
Fax: (818)847-8656
E-Mail: Scott.Kroll@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

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**GOLD MAINTENANCE AGREEMENT**

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

**Equipment To Be Maintained**

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Unit Quantity</th>
<th>Manufacturer</th>
<th>Type of Unit</th>
<th>Application of Unit</th>
<th>Unit ID or Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonelli Hall</td>
<td>1</td>
<td>Dover</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>4-stop</td>
</tr>
<tr>
<td>Bonelli Hall</td>
<td>1</td>
<td>Dover</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>3-stop</td>
</tr>
<tr>
<td>Bonelli Hall</td>
<td>1</td>
<td>US Elevator</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>4-stop</td>
</tr>
<tr>
<td>Bonelli Hall</td>
<td>1</td>
<td>US Elevator</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>2-stop</td>
</tr>
<tr>
<td>PAC</td>
<td>2</td>
<td>Otis</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>2-stop</td>
</tr>
<tr>
<td>Pico Cyn Hall</td>
<td>1</td>
<td>Otis</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>2-stop</td>
</tr>
<tr>
<td>Physical Education Bldg</td>
<td>1</td>
<td>US Elevator</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>4-stop</td>
</tr>
<tr>
<td>Library</td>
<td>2</td>
<td>Montgomery-Kone</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>2-stop</td>
</tr>
<tr>
<td>Science Bldg (Also Lab)</td>
<td>1</td>
<td>Otis</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>3-stop</td>
</tr>
</tbody>
</table>

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ThyssenKrupp Elevator
Americas Business Unit
Preventative Maintenance Program

We will service your elevator equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered “after hours”.

ThyssenKrupp Elevator will perform the following services:
- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance;
- Adjust elevator parts and components to maximize performance and safe operation; and,
- Document all work performed on Maintenance Tasks & Records Logs provided with each controller.

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in “Items Not Covered” herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will retime all signals as required (during regularly scheduled visits).

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

Service Requests during Normal Working Days and Hours

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

After Hours Service Requests

On all “after hours” service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job.

After Hours Service Requests are defined as any request requiring the dispatch of a service technician(s) that is fulfilled before or after normal business working days and hours. Such costs will be invoiced at our standard overtime billing rates.

☐ VIEW®

VIEW is ThyssenKrupp Elevator’s customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

☐ VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator’s exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours a day, 7 days per week, 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quicker and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator’s 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains a computerized and hard copy record of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding SoundNet are set forth below.

☐ Periodic Safety Testing (Check box if included)

Test equipment in accordance with annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. Or if different than ANSI A17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code in effect and adopted by the state, city or local governing authority in which the equipment is located, and which are in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.
Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment, to notify us at once, and to keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator’s inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator’s judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. Since ThyssenKrupp Elevator’s top priority is the satisfaction of its customers, should you have any concerns(s) with the means and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney’s fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or our employees. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way coor panels, door frames, slides, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

Other conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another’s negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. In the event any component of the elevator becomes obsolete or outdated, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outdated component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests set forth above under the section entitled "Periodic Safety Testing" on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the operation of the components included in the periodic testing requirements under the terms of this agreement until such tests have been made and the equipment in question is determined to have complied with the applicable code in effect as determined by the prevailing governing authority. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.
ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation’s liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney’s fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be Two Thousand Two Hundred dollars ($2,200.00) per month, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for five (5) years starting upon signed agreement and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) years period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unpaid term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator’s suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.
<table>
<thead>
<tr>
<th>ThyssenKrupp Elevator Corporation:</th>
<th>Santa Clarita Community College District</th>
<th>ThyssenKrupp Elevator Corporation Approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>(Signature of ThyssenKrupp Elevator Representative)</td>
<td>(Signature of Authorized Individual) (Print or Type Name)</td>
<td>(Signature of Authorized Individual) (Print or Type Name)</td>
</tr>
<tr>
<td>Scott Kroll</td>
<td></td>
<td></td>
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<tr>
<td>Service Sales Rep.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(918)847-6151</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May 15, 2009</td>
<td>(Date Submitted)</td>
<td></td>
</tr>
<tr>
<td>(Date Submitted)</td>
<td></td>
<td>(Date of Approval)</td>
</tr>
</tbody>
</table>
Special Considerations

SoundNet®

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the monitoring agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to SoundNet's call center. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Purchaser's designated emergency contacts. It shall be the responsibility of Purchaser to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp Elevator first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to SoundNet's call center. SoundNet service cannot be provided without a telephone located within the elevator(s) described in this agreement that has the calling capability described above.

ThyssenKrupp Elevator shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service mechanic may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service operators to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

Other Considerations

There will be no annual escalation in the initial 5 year term

Monthly Fire Service Testing and Record Completion per ASME A 17.1

This Agreement includes monthly fire service testing and record completion in accordance with American National Safety Code for Elevators and Escalators, ANSI A17.1, which are in effect at the time this agreement, is executed. At the conclusion of each calendar year, Purchaser assumes responsibility for maintaining long-term storage of such records.

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection

ThyssenKrupp Elevator submits this Elevator Maintenance Agreement with the understanding that all existing equipment has been properly maintained. During the first ninety (90) days of the contract term, ThyssenKrupp Elevator will thoroughly inspect the equipment and submit a comprehensive evaluation of findings to the Purchaser should conditions warrant. Should any such pre-existing condition be found, Purchaser will have the option of making the necessary repairs at his/her expense or accepting that ThyssenKrupp Elevator will maintain the equipment "as is" if necessary repairs are not authorized by Purchaser. Should unsafe or hazardous conditions warrant, ThyssenKrupp Elevator reserves the right to immediately terminate said agreement upon written notice to the Purchaser.
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<th>Santa Clarita Community College District</th>
<th>ThyssenKrupp Elevator Corporation Approval:</th>
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<tbody>
<tr>
<td>By: _____________________________</td>
<td>By: _________________________________</td>
<td>By: _________________________________</td>
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<tr>
<td>(Signature of ThyssenKrupp Elevator Representative)</td>
<td>(Signature of Authorized Individual)</td>
<td>(Signature of Authorized Individual)</td>
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<td>(Print or Type Title)</td>
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<tr>
<td>Scott Kroll</td>
<td></td>
<td></td>
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<tr>
<td>Service Sales Rep.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(818)847-6151</td>
<td></td>
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</tr>
<tr>
<td>May 15, 2009</td>
<td>(Date Submitted)</td>
<td>(Date of Approval)</td>
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</tbody>
</table>

Elevator Maintenance Agreement
TK GA 11/06

FULL AGENDA BOOK - PAGE 96
Purchaser: Santa Clarita Community College District  
26455 Rockwell Canyon  
Santa Clarita, CA 91355  
Hereinafter referred to as "Purchaser", "you", and "your".

Location: Santa Clarita Community College District  
26455 Rockwell Canyon  
Santa Clarita, CA 91355

By: ThyssenKrupp Elevator Corporation  
6087 Triangle Drive, Los Angeles  
Los Angeles, CA 90040  
Telephone: (818)847-6151, (323)855-6256  
Fax: (818)847-8656  
E-Mail: Scott.Kroll@thyssenkrupp.com  
Internet: www.thyssenkruppelevator.com  
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Unit Quantity</th>
<th>Manufacturer</th>
<th>Type of Unit</th>
<th>Application of Unit</th>
<th>Unit ID or Serial #</th>
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<tr>
<td>Hasley Hall</td>
<td>2</td>
<td>Otis</td>
<td>Hydraulic</td>
<td>Passenger</td>
<td>147638-39</td>
</tr>
</tbody>
</table>
Preventative Maintenance Program

We will service your elevator equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered “after hours.”

ThyssenKrupp Elevator will perform the following services:
- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweigthers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance;
- Adjust elevator parts and components to maximize performance and safe operation; and,
- Document all work performed on Maintenance Tasks & Records Logs provided with each controller.

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in “Items Not Covered” herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will retime all signals as required (during regularly scheduled visits).

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality assurance program ensures optimum and reliable operation of your elevator equipment.

Service Requests during Normal Working Days and Hours

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

After Hours Service Requests

On all “after hours” service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. After Hours Service Requests are defined as any request requiring the dispatch of a service technician(s) that is fulfilled before or after normal business working days and hours. Such costs will be invoiced at our standard overtime billing rates.

☐ VIEW®

VIEW is ThyssenKrupp Elevator’s customer-oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

☐ VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator’s exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours a day, 7 days a week, 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quicker and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator’s 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains a computerized and hard copy record of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding SoundNet are set forth below.

☐ Periodic Safety Testing (Check box if included)

Test equipment in accordance with annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. Or if different than ANSI A17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code in effect and adopted by the state, city or local governing authority in which the equipment is located, and which are in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.
Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment, to notify us at once, and to keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator’s inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in ThyssenKrupp Elevator’s judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. Since ThyssenKrupp Elevator’s top priority is the satisfaction of its customers, should you have any concern(s) with the means and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, defect, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney’s fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or our employees. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, sills, car flooring. Floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

Other conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another’s negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith. If any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be required to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this contract and should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement.
ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be Four Hundred dollars ($400.00) per month, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for five (5) years starting upon signed agreement and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the Initial five (5) years period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.
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<td>May 15, 2009</td>
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Special Considerations

SoundNet®

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the monitoring agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to SoundNet's call center. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Purchaser's designated emergency contacts. It shall be the responsibility of Purchaser to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp Elevator first receiving such request in writing.

SoundNet service does not include maintenance service for Customer’s telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to SoundNet’s call center. SoundNet service cannot be provided without a telephone located within the elevator(s) described in this agreement that has the calling capability described above.

ThyssenKrupp Elevator shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service mechanic may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service operators to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

Other Considerations

There will be no annual escalation in the initial 5 year term

Monthly Fire Service Testing and Record Completion per ASME A 17.1

This Agreement includes monthly fire service testing and record completion in accordance with American National Safety Code for Elevators and Escalators, ANSI A17.1, which are in effect at the time this agreement is executed. At the conclusion of each calendar year, Purchaser assumes responsibility for maintaining long-term storage of such records.

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection

ThyssenKrupp Elevator submits this Elevator Maintenance Agreement with the understanding that all existing equipment has been properly maintained. During the first ninety (90) days of the contract term, ThyssenKrupp Elevator will thoroughly inspect the equipment and submit a comprehensive evaluation of findings to the Purchaser should conditions warrant. Should any such pre-existing condition be found, Purchaser will have the option of making the necessary repairs at his/her expense or accepting that ThyssenKrupp Elevator will maintain the equipment “as is” if necessary repairs are not authorized by Purchaser. Should unsafe or hazardous conditions warrant, ThyssenKrupp Elevator reserves the right to immediately terminate said agreement upon written notice to the Purchaser.
Purchaser: Santa Clarita Community College District
26455 Rockwell Canyon
Santa Clarita, CA 91355
Hereinafter referred to as "Purchaser", "you", and "your".

Location: Santa Clarita Community College District
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By: ThyssenKrupp Elevator Corporation
6087 Triangle Drive, Los Angeles
Los Angeles, CA 90040
Telephone: (818)847-6151, (323)855-6256
Fax: (818)847-8656
E-Mail: Scott.Kroll@thyssenkrupp.com
Internet: www.thyssenkrupp.elevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

**BRONZE MAINTENANCE AGREEMENT**

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

**Equipment To Be Maintained**

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Unit Quantity</th>
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<th>Type of Unit</th>
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<tr>
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<td>3</td>
<td></td>
<td>Handicapped Litt</td>
<td>Passenger</td>
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</table>
Limited Preventative Maintenance Program

We will service your elevator equipment described in this agreement 1 times per quarter. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered “after hours”.

ThyssenKrupp Elevator will perform the following services:
- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:
  - Controller
  - Machine
  - Motor
  - Interlocks
- Lubricate guide rails;
- Make minor adjustments at the time of the regular examinations; and,
- Document work performed on Maintenance Tasks & Records Logs provided with each controller.

Parts Repair and Replacement

Repair and/or replacement parts and labor are not included in this agreement without an additional charge. We will furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

Service Requests during Normal Working Days and Hours

We will respond to your service requests during normal business working days and hours, as defined above, and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard billing rates.

After Hours Service Requests

We will respond to your “after hours” service requests and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our overtime billing rates. After Hours Service Requests are defined as any request requiring the dispatch of a service technician(s) that is fulfilled before or after normal business working days and hours.

SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator’s 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains a computerized and hard copy record of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

Periodic Safety Testing (Check box if included)

Test equipment in accordance with annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. Or if different than ANSI A17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code in effect and adopted by the state, city or local governing authority in which the equipment is located, and which are in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment, to notify us at once, and to keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator’s inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in ThyssenKrupp Elevator’s judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. Since ThyssenKrupp Elevator’s top priority is the satisfaction of its customers, should you have any concern(s) with the means
and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or our employees. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

Other conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. In the event any component of the elevator becomes obsolete or outmodeled, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmodeled component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this contract and should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.
Price. The price for the services as stated in this agreement shall be Four Hundred Thirty-Four dollars ($434.00) per quarter, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for five (5) years starting upon signed agreement and is non-cancellable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator’s suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

<table>
<thead>
<tr>
<th><strong>ThyssenKrupp Elevator Corporation:</strong></th>
<th><strong>Santa Clarita Community College District</strong></th>
<th><strong>ThyssenKrupp Elevator Corporation Approval:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong></td>
<td><strong>By:</strong></td>
<td><strong>By:</strong></td>
</tr>
<tr>
<td>(Signature of ThyssenKrupp Elevator Representative)</td>
<td>(Signature of Authorized Individual)</td>
<td>(Signature of Authorized Individual)</td>
</tr>
<tr>
<td><strong>Scott Kroll</strong></td>
<td><strong>(Print or Type Name)</strong></td>
<td><strong>(Print or Type Name)</strong></td>
</tr>
<tr>
<td>Service Sales Rep.</td>
<td><strong>(Print or Type Title)</strong></td>
<td><strong>(Print or Type Title)</strong></td>
</tr>
<tr>
<td>(818)847-6151</td>
<td><strong>(Date Submitted)</strong></td>
<td><strong>(Date of Approval)</strong></td>
</tr>
<tr>
<td>May 26, 2009</td>
<td><strong>(Date of Approval)</strong></td>
<td></td>
</tr>
</tbody>
</table>
AGENDA

CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Parking Lot Cleaning Services  X ACTION/CONSENT

(Nobile’s Power Sweeping)

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The District would like to enter into a contract with Nobile’s Power Sweeping (Santa Clarita, CA) for parking lot cleaning of the Valencia campus. The District has been using this service for the past several years due to the fact that the District does not currently have the manpower or the heavy equipment necessary to do this in-house. The cost for this service is $16,200 for the fiscal year and is billed on a monthly basis.

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 $16,200 will be included in the General Fund for Maintenance & Operations.

RECOMMENDATIONS:
Move approval of contract for Parking Lot Sweeping with Nobile’s Power Sweeping 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:
FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Nobile's Power Sweeping, P.O. Box 222346, Santa Clarita, CA 91342 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Parking Lot Cleaning Services - College of the Canyons - Valencia Campus.

1. Payment. The lump sum price for the Work is Sixteen Thousand Two Hundred Dollars ($16,200).

2. Term. The term of this Agreement shall commence July 1, 2009 and shall end no later than June 30, 2010.

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

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

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

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

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

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

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

a. Scope of Work/Proposal (If not described in 1. above, document is attached hereto and made a part hereof).

b. Specifications (If not described in 1. above, document is attached hereto and made a part hereof).

c. Payment Bond (If checked, must be submitted to District prior to commencing Work).

d. Labor and Materials Release (If checked, must be submitted to District prior to payment).

e. Other: ____________________________________________________

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:

Authorized Representative

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

Date

Board Meeting

Date of Approval

CONTRACTOR

BY:

Authorized Representative

Print Name

Print

Title

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: __________________________ Initials/Date
## AGENDA

**CATEGORY**  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval of Addendum #04 to Contract for Temporary Workers for the Dr. Dianne G. Van Hook University Center Construction Project (SelectRemedy)</td>
<td>X</td>
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### BACKGROUND / ANALYSIS:

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

The District entered into a contract for temporary construction workers with SelectRemedy (Santa Clarita, CA) for this project at the July 9, 2008 board meeting. Addendum #04 extends the contract date through October 30, 2009 and increases the contract amount by an additional $50,000. Copies of the addendum have been distributed under separate cover and are available upon request.

### FISCAL IMPLICATIONS:

The Dr. Dianne G. Van Hook University Center Construction Project is a joint State GO Bond/Locally funded project. Funds for this addendum in the amount of **$50,000** will be included in the FY09/10 Budget for the project.

### RECOMMENDATIONS:

Move approval of Addendum #04 with SelectRemedy for temporary workers for the Dr. Dianne G. Van Hook University Center Construction Project as noted above.

Submitted by:

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

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

[Signature]
ADDENDUM #04
TO AGREEMENT FOR TEMPORARY CONSTRUCTION WORKERS
FOR THE UNIVERSITY CENTER CONSTRUCTION PROJECT

The contract dated July 10, 2008 for Temporary Construction Workers for the Dr. Dianne G. Van Hook University Center Construction Project is hereby modified by Board action June 24, 2009 by and between the Santa Clarita Community College District, a California college district (“District”) and SelectRemedy (“Contractor”).

The agreement is modified as follows:

New Contract Term: Through October 30, 2009

Additional Fee: $50,000

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

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

“CONTRACTOR”
SELECT REMEDY

By: ____________________________
Dr. Dianne G. Van Hook
Chancellor

By: ____________________________
AGENDA
CATEGORY   PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Surplus District Property Other Than Land
               Under Board Policy 6550 (CACT Department Equipment)

ACTION/CONSENT X

ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
In accordance with Board Policy 707, Sale or Disposal of District Property Other Than Land, the District would like to declare the following obsolete or non-operable equipment as surplus:

- Eberbach Electro Analysis Systems (2)
- Hoshizaki Ice/Water Dispenser
- Bell and Gossett Pump Model 1510 (4)
- Bryan Boiler Gas Fired Boiler Assembly
- 12” Studs Various Lengths
- Westinghouse Electric Marketeer Chasis
- Packing Column
- 180 tablet-arm chairs
- Cherry Burell 10 Gallon Pressure Washer
- Gieman Sciences Filter Housing
- Hitachi S57 Electron Scanning Microscope
- Nuaire NV425-600 Biological Safety Cabinet
- Bioguard Fume Hoods (4)
- Car Lifts (2)
- Crown Forklift 83” TO188

The Facilities Department will be responsible for the transfer or disposal of this equipment in accordance with Board Policy 6550.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:
Move approval of Surplus District Property Other Than Land under Board Policy 6550 for the equipment noted above.

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

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

Recommended by:
AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Annual Boiler Maintenance Contract

(Total-Western, Inc.)

ACTION/CONSENT  

ACTION  

INFORMATION  

DISCUSSION  

BACKGROUND / ANALYSIS:
The District would like to enter into a contract for preventative maintenance of the various boilers throughout the Valencia campus with Total-Western, Inc. (Paramount, CA) in the amount of $18,750. The District has 16 boilers of various makes and models that need to be inspected and maintained on an annual basis. The cost of this service includes, but is not limited to, the following:

- Cleaning of boilers and furnaces to remove deposits or scale accumulation.
- Clean lines and controls.
- Inspect and clean firebox area and fire box refractory for evidence of leakage.
- Supply and install minor repair parts, such as gaskets and plates.

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 $18,750 will be included in the General Fund for Maintenance & Operations.

RECOMMENDATIONS:
Move approval of Annual Boiler Maintenance Contract with Total-Western, Inc. as noted above.

Submitted by:  Approval for submission to Board of Trustees:

James C. Schrage  Dr. Dianne G. Van Hook
Vice President, Facilities Planning, Chancellor
Operations and Construction

Recommended by:

J. Schrage

FULL AGENDA BOOK - PAGE 113

6.7, Page 1
June 24, 2009
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Total-Western, Inc. 8049 Somerset Boulevard, Paramount, CA 90723. ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Annual Boiler Maintenance for Valencia Campus

1. Payment. The lump sum price for the Work is Eighteen Thousand Seven Hundred Fifty Dollars ($18,750).

2. Term. The term of this Agreement shall commence June 25, 2009 and shall end no later than June 30, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **PROTECTION OF WORK AND PROPERTY:** The CONTRACTOR shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Agreement services. In an emergency affecting life and safety or of adjoining property, 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 the public or of adjoining property, 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 adjoining property, 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 adjoining property, 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 adjoining property, 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 adjoining property, 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 adjoining property, 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 adjoining property, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: [Initials/Date]
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Contract for Site Improvement Project--Stadium Scoreboard (Town Park Construction)

ACTION/CONSENT

BACKGROUND / ANALYSIS:
The Modernization Project—Stadium Scoreboard consists of purchasing a new outdoor football/track scoreboard in the Stadium.

The District would like to enter into a contract with Town Park Construction (Canyon Country, CA) in the amount of $24,100 for the construction of the new foundation and structure for the new scoreboard in Cougar Stadium. The District used the informal bidding guidelines of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) for projects $125,000 or less in obtaining bids.

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

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used for bond-listed projects. Funds in the amount of $24,100 are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for Site Improvement Project—Stadium Scoreboard 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:

6.8, Page 1
June 24, 2009
FULL AGENDA BOOK - PAGE 116
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Town Park Construction, 20302 Adriana Place, Canyon Country, CA 91351 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Installation of Foundation and Structure for New Scoreboard in Cougar Stadium

1. Payment. The lump sum price for the Work is Twenty-Four Thousand Nine Hundred Dollars ($24,900).
2. Term. The term of this Agreement shall commence June 24, 2009 and shall end no later than August 1, 2009.
3. Terms. Payment shall be net 30 days upon satisfactory completion and acceptance of Work and receipt of Contractor invoice. Inspection of services shall be performed by authorized District personnel who shall recommend acceptance to the District.
4. Terms and Conditions. The Agreement includes the Terms and Conditions as printed and set forth on the reverse of this page or as attached. Contractor, by executing this Agreement, agrees to comply with such Terms and Conditions.
5. Labor and Performance Guarantee. The Contractor shall guarantee all labor and materials used in the performance of this Agreement for a period of ninety (90) days from the date of acceptance of Work by the District or per proposal/quote/manufacturer’s warranty, whichever is longer.
6. Insurance. Contractor is aware of the laws of the State of California requiring employers to provide Workers’ Compensation Insurance. Contractor shall provide Commercial General Liability, Automobile Liability and Workers’ Compensation. Certificate(s) of Insurance naming the District as an Additional Insured shall be submitted to District prior to commencing Work when requested by the District.
7. Indemnification. Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
8. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than $1,000, and Contractor will comply with said requirement.
9. Documents. Parties hereunto subscribe to this Agreement, including all Agreement documents described below:
   a. Scope of Work/Proposal (If not described in 1. above, document is attached hereto and made a part hereof).
   b. Specifications (If not described in 1. above, document is attached hereto and made a part hereof).
   c. Payment Bond (If checked, must be submitted to District prior to commencing Work).
   d. Labor and Materials Release (If checked, must be submitted to District prior to payment).
   e. Other:

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: Authorized Representative
Print Name Dr. Dianne G. Van Hook
Print Title Chancellor

CONTRACTOR

BY: Authorized Representative
Print Name
Print Title

Date
Board Meeting
Date of Approval

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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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  HUMAN RESOURCES

ITEM/TITLE  Approval of Personnel Schedule PERS 2008/2009-20

ACTION/CONSENT  X
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
Please see the attached.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:

Submitted by:  
Diane M. Fiero  

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook  
Chancellor

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

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

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

3. **Employment, Temporary Hourly as Needed**

   These instructors are being hired for the Summer 2009 session. Other individuals have been approved for this semester on prior agendas while other adjunct faculty will be presented as the need arises.

   **Adjunct Instructors: Summer 2009 (6/08/09 – 8/22/09)**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belloso</td>
<td>Sergio</td>
<td>Counseling (Matriculation)</td>
</tr>
<tr>
<td>Garcia</td>
<td>Veronica</td>
<td>Counseling (Matriculation)</td>
</tr>
<tr>
<td>Marton</td>
<td>Clara</td>
<td>ECE (Master Teacher)</td>
</tr>
<tr>
<td>Nelson</td>
<td>Cynthia</td>
<td>CWEE</td>
</tr>
<tr>
<td>Pavik</td>
<td>Lisa</td>
<td>Counseling (Financial Aid)</td>
</tr>
<tr>
<td>Sargent</td>
<td>Deborah</td>
<td>Nursing (Health Center)</td>
</tr>
</tbody>
</table>

   **Noncredit Instructors: Summer 2009 (6/08/09 – 8/22/09)**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hindi*</td>
<td>Ashraf</td>
<td>NC- Basic Skills Math</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HS Summer Enrichment Program</td>
</tr>
<tr>
<td>Nielsen</td>
<td>Priscilla</td>
<td>NC- Basic Skills Interdisciplinary (Art)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HS Summer Enrichment Program</td>
</tr>
</tbody>
</table>

   * Denotes new instructors hired under equivalency

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

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

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

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

b. Approval of Contracts:
   No business.

c. Approval of Guest Lecturers:
   No business.

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
   Kathleen Tracy Hurley, Program Technician II – Center for Applied Competitive Technologies (CACT) (50%), effective June 30, 2009. Resignation. (Position #099900-CD01)

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>Garcia, Gary</td>
<td>Library</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Kempler, Rachel</td>
<td>TLC Lab</td>
<td>6/29/09</td>
<td>6/25/10</td>
<td>Demand</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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<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garcia, Valentine</td>
<td>Audio Visual</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Projects</td>
</tr>
<tr>
<td>Haywood, Michael</td>
<td>Audio Visual</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Projects</td>
</tr>
<tr>
<td>Hughes, Sean P.</td>
<td>Audio Visual</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Projects</td>
</tr>
<tr>
<td>Van Dyke, Cassia</td>
<td>TLC Lab</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Waldron, Christine Marie</td>
<td>Library</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gleaton, Elizabeth</td>
<td>Student Devel.</td>
<td>6/26/09</td>
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<td>Direct Service to Students</td>
</tr>
<tr>
<td>Mozafari-Brown, Lily</td>
<td>Career Services</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Walrath, Rosemarie</td>
<td>Community Edu</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Project</td>
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<tr>
<td>Wampler, Tiffany</td>
<td>TLC Lab</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capoccia, Patricia</td>
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<tr>
<td>Geiger, Kendra</td>
<td>TLC Lab</td>
<td>6/26/09</td>
<td>6/25/10</td>
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<tr>
<td>Viveros, Carmen</td>
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<td>6/26/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>
Adult Hourly VIII - $15.00 per hour
Provides general and specialized assistance in an office, department or classroom. Has specialized skills or expertise that do not require specialized training. Performs general and specialized tasks and duties that have a greater degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
<tbody>
<tr>
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<td>Bobola, Fred</td>
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<td>6/25/10</td>
<td>Tutor</td>
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<tr>
<td>Breuer, Angela L.</td>
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<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Haglund, Kimberly</td>
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<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Miller, Sterling</td>
<td>TLC Lab</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
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<tr>
<td>Morris, Caitlin</td>
<td>Community Edu</td>
<td>6/26/09</td>
<td>6/25/10</td>
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<tr>
<td>Mouton, William</td>
<td>Community Edu</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Project</td>
</tr>
<tr>
<td>Powell, Anne</td>
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<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
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<tr>
<td>Powell, Kathleen E</td>
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<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
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<td>Rassool, Ruth</td>
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<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
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<tr>
<td>Stuker, Diane</td>
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<td>6/26/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Weber, Samantha</td>
<td>Community Edu</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Project</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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</thead>
<tbody>
<tr>
<td>Arana, Fausto</td>
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<td>6/26/09</td>
<td>6/25/10</td>
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<tr>
<td>Bernal, Luie</td>
<td>PE/Athletics</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Seasonal</td>
</tr>
<tr>
<td>Billings, Ruben</td>
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<td>6/25/10</td>
<td>Seasonal</td>
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<tr>
<td>Deck, Connie M.</td>
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</tr>
<tr>
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<tr>
<td>Garlitos, Mark</td>
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<td>Grisby, Ulric</td>
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<td>6/25/10</td>
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<tr>
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<tr>
<td>Hill, Denean</td>
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<td>6/26/09</td>
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<td>Khoury, Margaret</td>
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<td>6/25/10</td>
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<td>Loomis, Carla</td>
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<td>Marston, Brian</td>
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<td>Perlman, Harlan</td>
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<tr>
<td>Poetker, Anna</td>
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<td>Tutor</td>
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<td>Savage, Mark</td>
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<td>Smith, James</td>
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<td>Stratton, Peggy</td>
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<td>6/25/10</td>
<td>Seasonal</td>
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<td>Timmons, Clay</td>
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<td>Seasonal</td>
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<td>Ward, Hosie</td>
<td>PE/Athletics</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Seasonal</td>
</tr>
</tbody>
</table>
Adult Hourly X - $18.75 per hour
Provides specialized assistance in an office, department or classroom. Has specialized skills that require a high level of training, primarily at the College level. Performs specialized tasks and duties that have a high degree of difficulty and complexity under minimal supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arnold, Virginia</td>
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<td>7/01/09</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
<tr>
<td>Reyatt, Mohinder</td>
<td>TLC Lab</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weinstein, Rochelle</td>
<td>Foundation</td>
<td>7/20/09</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roemer, Avery</td>
<td>Community Edu.</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Project</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albert, Jeffery</td>
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<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Beckham, Meri</td>
<td>Nursing</td>
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<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Duncan, Sylvia</td>
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<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Eberle, Wendy</td>
<td>Nursing</td>
<td>8/16/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Klinger, Kevin</td>
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<td>7/01/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Levand, Paula</td>
<td>Nursing</td>
<td>7/01/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Moos, Sarah</td>
<td>Nursing</td>
<td>7/01/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Risk, Liza</td>
<td>Nursing</td>
<td>7/01/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Song, Rosa</td>
<td>Nursing</td>
<td>8/16/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

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

#### Schedule Pers 2008/2009-20

**June 24, 2009**

<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>Giberson-McMahon, Joni</td>
<td>Mesa</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
<tr>
<td>Giberson-McMahon, Joni</td>
<td>IDRC Grant</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Project</td>
</tr>
<tr>
<td>Herrick, Greg</td>
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<td>6/26/09</td>
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<td>Seasonal</td>
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<tr>
<td>Kochendoerfer, Gerald</td>
<td>Community Edu.</td>
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<td>6/25/10</td>
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<tr>
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<tr>
<td>Painter, Gina</td>
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<td>6/25/10</td>
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</tr>
<tr>
<td>Sawyer, Cheryl</td>
<td>Prof. Devel.</td>
<td>6/26/09</td>
<td>6/25/10</td>
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### End of Service

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Original End Date</th>
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<tbody>
<tr>
<td>Cromsigt, Kirsti</td>
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<td>6/25/09</td>
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<td>Feneht, Holly</td>
<td>A&amp;R</td>
<td>6/25/10</td>
<td>5/18/09</td>
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<tr>
<td>Keating, Courtney</td>
<td>ECE</td>
<td>6/25/09</td>
<td>5/22/09</td>
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<tr>
<td>Phillips, David</td>
<td>A&amp;R</td>
<td>6/25/10</td>
<td>6/30/09</td>
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<tr>
<td>Reardon, April</td>
<td>Special Programs</td>
<td>6/25/09</td>
<td>6/10/09</td>
</tr>
<tr>
<td>Schutz, Nick A.</td>
<td>Library</td>
<td>6/25/09</td>
<td>5/21/09</td>
</tr>
</tbody>
</table>

#### ETI and Economic Development – Contract Education Development

*Self-funded by business*

**Range 1 - Development/Prep: $25.00 per hour**

Duties include development of curriculum and preparation of materials, coordination and customization.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Born, Gary</td>
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<td>6/25/10</td>
<td>Project</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Hourly Rate</th>
<th>Eligibility Pool</th>
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</table>

#### Community Extension (Salary Schedule Q)

**Range 4- Community Extension Instructor: $35.00**

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Classified Personnel
Schedule Pers 2008/2009-20
June 24, 2009

<table>
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<th>End Date</th>
<th>Status</th>
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<tr>
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<td>Project</td>
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<tr>
<td>Schlund, Gerald</td>
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<td>6/25/10</td>
<td>Project</td>
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<td>Veale, Lawrence</td>
<td>Community Edu.</td>
<td>6/26/09</td>
<td>6/25/10</td>
<td>Project</td>
</tr>
</tbody>
</table>

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

5. **Authorization to Employ – Part-Time**
   Program Technician II – Center for Applied Competitive Technologies (CACT) (50%), replacement for Kathleen Tracy Hurley. This is a grant funded position and will be filled pending availability of funding. (Position #099900-CD01)

6. **Other**
   a. Approval of payment to Community Services providers: (Fully self-supporting operation)
      No business.
   b. College Assistants (Student Workers):
      No business.
      *Additional names may be presented to the Board.*
   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 |
      |------------|-------------------|
      | Sanchez, Loida | Career Services    |
h. Other:

No business.

**Administrative Responsibility**

<table>
<thead>
<tr>
<th>BS</th>
<th>Business Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS</td>
<td>Instructional Services</td>
</tr>
<tr>
<td>PP</td>
<td>Plant and Property</td>
</tr>
<tr>
<td>SS</td>
<td>Student Services</td>
</tr>
<tr>
<td>O</td>
<td>Other</td>
</tr>
</tbody>
</table>
C. MANAGEMENT

1. End of Service
   No business.

2. Employment – Regular
   No business.

3. Employment – Hourly
   No business.

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

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

6. Other
   Catherine Ritz, Chief Operational Officer, COC Foundation, temporary
   additional assignment and title change to Chief Operational Officer,
   COC Foundation/Interim Director, University Center effective October
   9, 2008 through December 31, 2009. This is change in title only, no
   salary change.

Administrative Responsibility
BS Business Services
IS Instructional Services
PP Plant and Property
SS Student Services
O Other
### AGENDA

**CATEGORY**  
HUMAN RESOURCES

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

- Contract for Assistant Director, Small Business Development Center (SBDC)

### ACTION/CONSENT  
X

### BACKGROUND / ANALYSIS:

Attached is the Classified Administrator Employment Agreement for Ms. Catherine Grooms, Assistant Director, Small Business Development Center (SBDC), effective July 1, 2009 through June 30, 2010.

This is a grant funded position and is contingent upon continued funding.

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

### FISCAL IMPLICATIONS:

Funds for this expenditure are budgeted in the 2009/2010 budget.

### RECOMMENDATIONS:

Move approval of the Classified Administrator Employment Contract for Assistant Director, Small Business Development Center (SBDC).

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Submitted by:  
Diane M. Fiero

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

Recommended by:  
Diane M. Fiero  
Asst Supt/VP, Human Resources
The Santa Clarita Community College District (District) and Catherine Grooms (Classified Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs Classified Administrator in the position of **Assistant Director, Small Business Development Center (SBDC).**

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

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

4. **Term of Contract:** The term of this Agreement shall be for the period **commencing July 1, 2009 and ending June 30, 2010.** The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Section 11 of this Agreement. This contract may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**

   A. The salary of the Classified Administrator shall be **$70,000** annually, payable at the rate of **$5,833.34** per month effective July 1, 2009. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

   B. The Classified Administrator will be reimbursed, on a monthly basis, for actual costs, including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.
C. Salary to be paid Classified Administrator may be increased during any part of the term of this Agreement at the sole discretion of the District based on modification of the job description or based on merit. “Merit” as used in this section means a determination in the sole discretion of the District governing board that:

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

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

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

6. Termination of Agreement: This is a grant funded position. This contract may be terminated if funding for this position is no longer available. This Agreement may be terminated by the District for cause in accordance with applicable law relating to the termination of classified community college managers. This Agreement may also be terminated by the District at any time without cause. If this Agreement is terminated by the District without cause, the Classified Administrator shall be paid a sum not to exceed all salary due through the end of the term of this Agreement, or not to exceed salary due through the end of the term of this agreement.

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

8. Fringe Benefits: Classified Administrators shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and job-related expenses as specified in appropriate Board policy, and District rules and regulations unless otherwise specified in this Agreement. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
A. Classified Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative paid administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.

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

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

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

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

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

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

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

9. Evaluation: Classified Administrator shall be evaluated according to District’s policies and procedures relating to the evaluation of classified managers. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 6, or to the right of the District not to renew this Agreement in accordance with Section 11.
10. Seniority Rights: As a member of the classified service, Classified Administrator accrues seniority per Section 88127 of the California Education Code.

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

12. Miscellaneous Provisions:

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

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

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

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

District Representative                              Date

__________________________________________________

Catherine Grooms, Classified Administrator               Date

__________________________________________________

Date Approved by Board of Trustees:                      June 24, 2009
AGENDA CATEGORY       HUMAN RESOURCES

ITEM/TITLE Approval of Resolution 2008/09-25 to Adopt Supplemental Employee Retirement Plan (SERP)              ACTION/CONSENT

BACKGROUND / ANALYSIS:

This resolution will allow all permanent employee groups approved by the Board to participate in the Supplemental Employee Retirement Plan (SERP) which is a retirement incentive plan.

FISCAL IMPLICATIONS:

Savings to the District is dependent upon the number of retirees and their retirement dates, replacement costs, and administration fees.

RECOMMENDATIONS:

Move approval of Resolution 2008/09-25 to adopt the Supplemental Employee Retirement Plan (SERP).

Submitted by:          Approval for submission to Board of Trustees:

Diane M. Fiero               Dr. Dianne G. Van Hook

Ms. Diane Fiero
Asst. Supt/VP, Human Resources

Chancellor
BOARD RESOLUTION 2008/09-25
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
LOS ANGELES COUNTY, CALIFORNIA

WHEREAS it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective June 24, 2009; and

2. In order for the District to reach stated fiscal goals, a minimum number of participants must enroll in the retirement incentive plan. If a minimum is not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and

3. The Board of Trustees of the District hereby appoints the Assistant Superintendent/Vice President of Human Resources, or his/her successor or his/her designee as the District’s Plan Administrator; and

4. The District’s PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreements, and other legal documents related to the Plan on behalf of the District and to take whatever additional actions are necessary to maintain the District’s participation in the plan and to maintain compliance of any relevant regulation issued.

AYES: NOES: ABSENT: ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Dr. Dianne G. Van Hook, the Secretary of the Board of Trustees of the Santa Clarita Community College District of Los Angeles County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on June 24, 2009, and passed by a __________ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand this ______________, 2009.

________________________________________
Secretary of the Board
AGENDA CATEGORY  HUMAN RESOURCES

ITEM/TITLE  Approval of Contract with Public Agency Retirement System (PARS) for Supplemental Employee Retirement Plan (SERP)

ACTION/CONSENT  

INFORMATION  

DISCUSSION  

BACKGROUND / ANALYSIS:

This Public Agency Retirement System’s (PARS) services agreement provides for the administrative services for the Supplemental Employee Retirement Plan (SERP) retirement incentive offered to eligible employees. PARS will provide consulting, analytical, and plan administrative services to the District with respect to the SERP.

PARS will also work with COC employees interested in the early retirement incentive and counsel them. PARS will prepare a benefit illustration for each participant, outlining their benefit under the plan. Copies of the agreement are available upon request from Human Resources.

FISCAL IMPLICATIONS:
Savings to the District is dependent upon the number of retirees and their retirement dates, replacement costs, and administration fees.

RECOMMENDATIONS:
Move approval of contract with Public Agency Retirement Systems (PARS) to administer the retirement incentive plan (SERP) to eligible employees.

Submitted by:  Diane M. Fiero

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

Recommended by:  Ms. Diane Fiero
Asst. Supt/VP, Human Resources
AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this _____ day of ____________, 2009, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter “PARS”) and the Santa Clarita Community College District (“Agency”).

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an IRC 403(b) fixed annuity contract (the “Plan”), for the benefit of Agency’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.

2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.

3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.

4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency’s providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS’ obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS’ standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.

7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS’ fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

8. **Confidentiality.** Without the Agency’s consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation and similar matters.

10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from
any claim, loss, demand, liability, or expense, including reasonable attorneys’ fees and costs, incurred by the other as a consequence of PARS’ or Agency’s, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

13. **Force Majeure.** When satisfactory evidence of a cause beyond a party’s control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.

14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

   (A) To PARS: PARS; 5141 California Avenue, Ste. 150; Irvine, CA 92617; Attention: President
   
   (B) To Agency: Santa Clarita Community College District; 26455 N. Rockwell Canyon Road, Santa Clarita, CA 91355; Attention: Vice President of Human Resources

   Notices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning ______________, 2009 and ending ______________, 2014 (“Term”).
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

20. **Attorney’s Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney’s fees.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement as shall be required by PARS and/or the Custodian.

**AGENCY:**

BY: 

TITLE: _Vice President, Human Resources_

DATE: 

**PARS:**

BY: 

TITLE: 

DATE: 

EXHIBIT IA
SERVICES

PARS will provide the following services for the Santa Clarita Community College District:

1. Plan Consultation Services:
   (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
   (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
   (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
   (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:
   (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
   (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.

3. Plan Administration Services:
   (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
   (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
   (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
   (D) Producing benefit illustrations and processing enrollments;
   (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
   (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.
4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.

5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.
EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a $5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.

2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to $5,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.
EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
   (A) Participant’s Legal Name
   (B) Participant’s Position
   (C) Participant’s Birth Date
   (D) Participant’s Hire Date
   (E) Participant’s Contract Salary
   (F) Years of Agency Service
   (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies

2. Participant Data (provided by Agency):
   (A) Participant’s Legal Name
   (B) Participant’s Position
   (C) Participant’s Address
   (D) Participant’s Birth Date
   (E) Participant’s Hire Date
   (F) Participant’s Contract Salary
   (G) Years of Agency Service
   (H) Retirement Date

3. Executed Legal Documents (provided by Agency):
   (A) Certified Board Resolution
   (B) Addendum for Supplementary Retirement Plan/Execution Agreement
   (C) Custodial Agreements/Disclosure Forms
   (D) 403(b) Annuity Contracts & Disclosures

4. Completed Funding Documents (provided by Agency):
   (A) Authorization to Pay Benefits Form

5. Completed Enrollment Forms (timely submitted by Participant):
   (A) Correction Form
   (B) Enrollment Form
   (C) Beneficiary Designation Form
   (D) Tax Withholding Form
   (E) Proof of Age
   (F) Letter of Resignation
## BACKGROUND / ANALYSIS:
The Santa Clarita Community College District and the College of the Canyons Faculty Association (COCFA) CTA/NEA have agreed to offer a voluntary, Supplemental Employee Retirement Plan (SERP) for eligible faculty members.

The Plan will provide a benefit payment plan to the participant in addition to the participating employee’s regular STRS or PERS benefits. The participant will have a choice of several payment options. The attached Memorandum of Understanding (MOU) lists the plan details including eligibility requirements, payment method(s) and the retirement date.

Participants will be required to resign from the district effective on or before August 16, 2009 and retire from STRS or PERS effective on or before August 17, 2009. If the District’s participation goals are not met, the District may withdraw the incentive offer no later than August 7, 2009.

Public Agency Retirement System (PARS) will serve as the Contract Administrator for SERP and will provide ongoing service to retirees over the life of the program.

## FISCAL IMPLICATIONS:
To be determined by participation in the program.

## RECOMMENDATIONS:
Move approval of the MOU between the Santa Clarita Community College District and the College of the Canyons Faculty Association (COCFA) CTA/NEA regarding the Supplemental Employee Retirement Plan (SERP).

Submitted by: Diane M. Fiero

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

Recommended by: Ms. Diane Fiero
Asst. Supt/VP, Human Resources
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this ______ day of ________, 2009 between the Santa Clarita Community College District (hereinafter referred to as “District”) and the College of the Canyons Faculty Association, CTA/NEA (hereinafter referred to as “COCFA”).

The District and COCFA agree to offer a voluntary Supplemental Employee Retirement Plan (SERP). The following are the provisions of the SERP as agreed upon by the District and COCFA. The Contract Administrator for the SERP will be Public Agency Retirement Services (PARS).

With regard to the PARS Supplementary Retirement Plan, the District proposes the following:

1.0 Eligibility

1.1 Those Faculty employees who:

   a) Are employed by the District as of June 5, 2009; and

   b) Are at least fifty-five (55) years of age with ten (10) or more years of full-time District service as of August 16, 2009; and

   c) Have resigned from District employment effective on or before August 16, 2009; and

   d) Have retired from either STRS or PERS on or before August 17, 2009.

2.0 Participation Requirements

2.1 The plan must have sufficient plan participation to meet the District’s fiscal and operational objectives by the enrollment deadline of July 31, 2009, in order for the incentive to go into effect. Participating employees shall submit all required enrollment materials to PARS, and letter of resignation to the District on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the PARS incentive pursuant to Paragraph 2.2 below.

2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive, provided it notifies enrolled employees of the withdrawal no later than August 7, 2009. If the District withdraws the incentive, resignations will be automatically rescinded.

2.3 Participation in the retirement incentive requires:
3.0 Incentive Payments

3.1 Regarding the basic incentive under this plan:

   a) The District shall make non-elective employer contributions to the participant’s 403(b) annuity contract held at Pacific Life Insurance Company (“Pacific Life”).

   b) The sum of the contributions shall equal 85% of Final Pay, according to the following schedule:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Percent of Final Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 10, 2009</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2010</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2011</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2012</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2013</td>
<td>17.00%</td>
</tr>
<tr>
<td><strong>Total Contributions</strong></td>
<td><strong>85.00%</strong></td>
</tr>
</tbody>
</table>

   c) For purposes of this plan, Final Pay shall be defined as the 2008-09 Contract Salary multiplied by the participant’s current FTE (full-time equivalence).

   d) The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant.

3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:

   a) Joint-and-survivor payments; and

   b) Lifetime with a ten (10) year guarantee; and

   c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.
3.3 The amount of monthly cash payment shall be fixed upon July 31, 2009 and shall not be subject to increase thereafter.

3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon July 31, 2009 and shall not be subject to change thereafter.

3.5 Participants shall not have a cash option to the employer 403(b) contributions.

3.6 All contributions into the participant’s 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.7 District PARS benefits are scheduled to commence on October 1, 2009.

4.0 **Contract Administrator**

4.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.2 In the event that the plan is cancelled due to lack of participation pursuant to Sections 2.1 and 2.2 above, PARS shall receive a one-time cancellation fee of $5,000.
Projected Timeline:

1. Board adopts Resolution to approve Plan       June 24, 2009
2. Enrollment Window Opens                     June 25, 2009
3. Enrollment Packets Distributed to eligible employees TBD
4. Employee Orientation Meeting(s)             TBD
5. Employee Workshop                           TBD
6. Enrollment Window Closes                    July 31, 2009
7. District announces whether Plan goes forward no later than August 7, 2009
8. Employees Resign from District employment  on or before August 16, 2009
9. District makes first contribution to the Plan September 10, 2009
10. Benefits Commence                          October 1, 2009

COLLEGE OF THE CANYONS FACULTY ASSOCIATION (COCFA) CTA/NEA

Authorized Representative

Dated: ____________________

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

Authorized Representative

Dated: ____________________
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District and the California School Employees Association (CSEA) Chapter 725 have agreed to offer a voluntary, Supplemental Employee Retirement Plan (SERP) for eligible classified members.

The Plan will provide a benefit payment plan to the participant in addition to the participating employee’s regular PERS or STRS benefits. The participant will have a choice of several payment options. The attached Memorandum of Understanding (MOU) lists the plan details including eligibility requirements, payment method(s) and the retirement date.

Participants will be required to resign from the district effective on or before August 16, 2009 and retire from PERS or STRS effective on or before August 17, 2009. If the District’s participation goals are not met, the District may withdraw the incentive offer no later than August 7, 2009.

Public Agency Retirement System (PARS) will serve as the Contract Administrator for SERP and will provide ongoing service to retirees over the life of the program.

FISCAL IMPLICATIONS:
To be determined by participation in the program.

RECOMMENDATIONS:
Move approval of the MOU between the Santa Clarita Community College District and the California School Employees Association (CSEA) Chapter 725 regarding the Supplemental Employee Retirement Plan (SERP).

Submitted by:        Approval for submission to Board of Trustees:
Diane M. Fiero       Dr. Dianne G. Van Hook
Ms. Diane Fiero
Asst. Supt/VP, Human Resources
Chancellor

7.6, Page 1
June 24, 2009

FULL AGENDA BOOK - PAGE 151
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this _____ day of _________, 2009 between the Santa Clarita Community College District (hereinafter referred to as “District”) and the California School Employees Association, Chapter 725, (hereinafter referred to as “CSEA”).

The District and CSEA agree to offer a voluntary Supplemental Employee Retirement Plan (SERP). The following are the provisions of the SERP as agreed upon by the District and CSEA. The Contract Administrator for the SERP will be Public Agency Retirement Services (PARS).

With regard to the PARS Supplementary Retirement Plan, the District proposes the following:

1.0 Eligibility

1.1 Those Classified employees who:

a) Are employed by the District as of June 5, 2009; and

b) Are at least fifty (50) years of age with ten (10) or more years of full-time District service as of August 16, 2009; and

c) Have resigned from District employment effective on or before August 16, 2009; and

d) Have retired from either STRS or PERS on or before August 17, 2009.

2.0 Participation Requirements

2.1 The plan must have sufficient plan participation to meet the District’s fiscal and operational objectives by the enrollment deadline of July 31, 2009, in order for the incentive to go into effect. Participating employees shall submit all required enrollment materials to PARS, and letter of resignation to the District on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the PARS incentive pursuant to Paragraph 2.2 below.

2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive, provided it notifies
enrolled employees of the withdrawal no later than August 7, 2009. If the District withdraws the incentive, resignations will be automatically rescinded.

2.3 Participation in the retirement incentive requires:
   a. Submission of required PARS enrollment materials to PARS and letter of resignation to the District by July 31, 2009; and
   b. Resignation from District employment effective on or before August 16, 2009.
   c. Retirement from either STRS or PERS on or before August 17, 2009.

3.0 Incentive Payments

3.1 Regarding the basic incentive under this plan:
   a) The District shall make non-elective employer contributions to the participant’s 403(b) annuity contract held at Pacific Life Insurance Company (“Pacific Life”).
   b) The sum of the contributions shall equal 85% of Final Pay, according to the following schedule:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Percent of Final Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 10, 2009</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2010</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2011</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2012</td>
<td>17.00%</td>
</tr>
<tr>
<td>September 10, 2013</td>
<td>17.00%</td>
</tr>
<tr>
<td><strong>Total Contributions</strong></td>
<td><strong>85.00%</strong></td>
</tr>
</tbody>
</table>

c) For purposes of this plan, Final Pay shall be defined as the 2008-09 Contract Salary multiplied by the participant’s current FTE (full-time equivalence).

d) The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant.

3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:
   a) Joint-and-survivor payments; and
   b) Lifetime with a ten (10) year guarantee; and
c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

3.3 The amount of monthly cash payment shall be fixed upon July 31, 2009 and shall not be subject to increase thereafter.

3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon July 31, 2009 and shall not be subject to change thereafter.

3.5 Participants shall not have a cash option to the employer 403(b) contributions.

3.6 All contributions into the participant’s 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.7 District PARS benefits are scheduled to commence on October 1, 2009.

4.0 Contract Administrator

4.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.2 In the event that the plan is cancelled due to lack of participation pursuant to Sections 2.1 and 2.2 above, PARS shall receive a one-time cancellation fee of $5,000.
Projected Timeline:

1. Board adopts Resolution to approve Plan  June 24, 2009
2. Enrollment Window Opens  June 25, 2009
3. Enrollment Packets Distributed to eligible employees  TBD
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6. Enrollment Window Closes  July 31, 2009
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9. District makes first contribution to the Plan  September 10, 2009
10. Benefits Commence  October 1, 2009

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER 725

_____________________________________
Authorized Representative

Dated: ____________________

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

_____________________________________
Authorized Representative

Dated: ____________________
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. To allow for improved budget planning and to reduce the number of maintenance contracts that span fiscal years, Computer Support Services and NE Systems were able to consolidate maintenance contracts for Enterasys, Aruba, APC, Adtran, Fortinet, Barracuda, Exagrid and Foundry so that they coincide with the District’s fiscal year. 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 renewal is broken down by vendor and term as follows:

<table>
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<tr>
<th>Contract</th>
<th>Term</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Enterasys (Network Switches and Intrusion Detection System):</td>
<td>7/1/2009-6/30/2010</td>
<td>$80,807.54</td>
</tr>
<tr>
<td>Adtran</td>
<td>7/1/2009-6/30/2010</td>
<td>$2,214.00</td>
</tr>
<tr>
<td>Aruba (Wireless Access Points)</td>
<td>7/1/2009-6/30/2010</td>
<td>$8,245.00</td>
</tr>
<tr>
<td>APC (Battery Backups)</td>
<td>9/18/2009-6/30/2010</td>
<td>$8,344.94</td>
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<td>Fortinet (Firewalls)</td>
<td>7/1/2009-6/30/2010</td>
<td>$6,564.40</td>
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<tr>
<td></td>
<td>8/26/2009-6/30/2010</td>
<td>$5,205.63</td>
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<tr>
<td></td>
<td>1/22/2010-6/30/2010</td>
<td>$1,367.02</td>
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<tr>
<td>Barracuda (Email Appliances)</td>
<td>7/1/2009-6/30/2010</td>
<td>$11,520.00</td>
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<tr>
<td>Exagrid (Disk-Based Backup System)</td>
<td>7/1/2009-6/30/2010</td>
<td>$5,085.00</td>
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<tr>
<td>Foundry (Routers)</td>
<td>7/1/2009-6/30/2010</td>
<td>$9,185.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td><strong>$138,538.53</strong></td>
</tr>
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</table>

The annual cost of the agreement is $138,538.53. This represents an increase of $62,162.89. The increase is principally the result of several new maintenance components, including the network access control for the wireless, disk back-up system, spam filter, email archiver, and equipment at the co-location facility, University Center, ADI, and Canyon Country Campus.

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

FISCAL IMPLICATIONS:
Funds for this expenditure in the amount of $138,538.53 are included in the 2009-10 Tentative Budget.

RECOMMENDATIONS:
Move Approval of the Maintenance Renewal Between the 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
## Item 8.1, 6/24/09
Under Sep Cover

### NE SYSTEMS INCORPORATED

**25106 BARNHILL ROAD**  
**SANTA CLARITA, CA 91350**

#### Name / Address
Santa Clarita Community College District  
ATTN: A/P-C Fernando  
25000 Valencia Blvd  
Santa Clarita, CA 91355

### QUOTATION

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<td>ES-SN-S02</td>
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<td>1H582-51 (Matrix El Workgroup Switch with 48 10/100Base-TX ports via RJ45 and 3 expansion slots) SupportNet 7/1/09-6/30/2010</td>
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<tr>
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<td>ES-SNA-S11</td>
<td>DNSA-GIG-TXE (DRAGON GIG NTWK SENSOR EVAL APPL COPPER NIC) SupportNet 7/1/09-6/30/2010</td>
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<td>8,714.12</td>
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<td>ES-SAS-S16</td>
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<td>11,199.30</td>
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**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.**

### Contact Information

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<tbody>
<tr>
<td>(661) 288-7888</td>
<td>(661) 287-1560</td>
<td><a href="mailto:ed.padilla@ne-systems.net">ed.padilla@ne-systems.net</a></td>
<td><a href="http://www.ne-systems.net">www.ne-systems.net</a></td>
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Page 1
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25106 BARNHILL ROAD  
SANTA CLARITA, CA 91350

**Name / Address**
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ATTN: A/P-C Fernando  
25000 Valencia Blvd  
Santa Clarita, CA 91355

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<td>ES-SAS-S13</td>
<td>NS-AB-U NetSight Advanced Bundle Unrestricted (Console with 25 concurrent users plus PM,PCC, ASM, IM and NAC Manager) SupportNet 7/1/09-6/30/2010</td>
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<td>9,570.00</td>
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**Terms**: Net 30  
**Valid Date**: 6/11/2009

Subtotal $80,807.54
Sales Tax (9.25%) $0.00
Total $80,807.54

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.

**Phone #**: (661) 288-7888  
**Fax #**: (661) 287-1560  
**E-mail**: ed.padilla@ne-systems.net  
**Web Site**: www.ne-systems.net
## QUOTATION

**25106 BARNHILL ROAD**  
**SANTA CLARITA, CA 91350**

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<td>TA612, SN CFG0628256--Adtran ACES SITE - 1 Year(s) - 24x7x4 - Maintenance -</td>
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<td></td>
<td>Replacement - Physical Service</td>
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**Terms**  
Net 30  
**Valid Date**  
6/11/2009

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**Subtotal**  
$2,214.00

**Sales Tax (9.25%)**  
$0.00

**Total**  
$2,214.00

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## Terms
- **Net 30**
- **Valid Date:** 6/11/2009

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<td>240.00</td>
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<td>ENI-SC-256-C2</td>
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<td>NEXT-DAY SUPT 6000-BASE-2PSU-200 (1 YR), Aruba 6000 Base System</td>
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<td>240.00</td>
<td>240.00</td>
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<tr>
<td>ENI-SC-128-C1</td>
<td>NEXT-DAY SUPPORT FOR SC-128-C1 (1 YR), Supervisor Card I (128 AP Support) SC-128-C1</td>
<td>1</td>
<td>1,200.00</td>
<td>1,200.00</td>
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<tr>
<td>ENI-LC-2G</td>
<td>NEXT-DAY SUPPORT FOR LC-2G (1 YR), 2xGE Line Card,RoHS LC-2G</td>
<td>1</td>
<td>160.00</td>
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<tr>
<td>ENI-LIC-SC1-PEF</td>
<td>SUPPORT FOR LIC-SC1-PEF (1 YR), PE Firewall for SC I (128 AP License)</td>
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<td>640.00</td>
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<tr>
<td>ENI-LIC-SC1-WIP</td>
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<td>1</td>
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</tr>
</tbody>
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**Subtotal:** $8,245.00  
**Sales Tax (9.25%)** $0.00  
**Total:** $8,245.00

---

**Phone #** (661) 288-7888  
**Fax #** (661) 287-1560  
**E-mail** ed.padilla@ne-systems.net  
**Web Site** www.ne-systems.net

**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.**
# QUOTATION

<table>
<thead>
<tr>
<th>Name / Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
</tr>
<tr>
<td>ATTN: A/P-C Fernando</td>
</tr>
<tr>
<td>25000 Valencia Blvd</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
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<td>Net 30</td>
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<td>WONSITENBD-PX-21</td>
<td>Symmetra PX 40KW SNPD0617142099 9/18/09 - 6/30/10 term APC On Site Service - 1 Year - 8x5 - Maintenance - Parts and labor - Physical Service for 20KW scalable to 40KW APC 3 Phase system 1YR extended warranty onsite services F/ internal batt F/SYMMETRA PX 40K</td>
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<tr>
<td>WONSITENBD-PX-21</td>
<td>APC On Site Service - 1 Year - 8x5 - Maintenance - Parts and labor - Physical Service for 20KW scalable to 40KW APC 3 Phase system 1YR extended warranty onsite services F/ internal batt F/SYMMETRA PX 40K</td>
<td>1</td>
<td>1939.31507</td>
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<td>WINTBATTONSITE-VT-...</td>
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<td>1</td>
<td>2233.15068</td>
<td>2,233.15</td>
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**Subtotal** $8,344.94

**Sales Tax (9.25%)** $0.00

**Total** $8,344.94

---

**Phone #** (661) 288-7888

**Fax #** (661) 287-1560

**E-mail** cd.padilla@ne-systems.net

**Web Site** www.ne-systems.net

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.
**QUOTATION**

Date | QUOTATION #  
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5/12/2009 | 1189  

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<td>8X5 FL800 Renewal 1YR FORTICARE -- term 7/01/09-6/30/10, SN FLG80027000190</td>
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<td>FC10-00800-950-02-12</td>
<td>CCC 800 firewall renewal - 1 Year 24 x 7 Pro Protect for G800, term 8/26/09-6/30/10, SN FG1003607500570</td>
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<td>FC10-00312-951-01-12</td>
<td>FORTIGATE-800 1YR 24X7 Bundle Renewal -- term 7/01/09-6/30/10, SN FG1002604400243</td>
<td>1</td>
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**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** | $13,137.05  
**Sales Tax (9.25%)** | $0.00  
**Total** | $13,137.05  

**Phone #** | **Fax #** | **E-mail** | **Web Site**  
--- | --- | --- | ---  
(661) 288-7888 | (661) 287-1560 | ed.padilla@ne-systems.net | www.ne-systems.net
25106 BARNHILL ROAD  
SANTA CLARITA, CA 91350

Name / Address
Santa Clarita Community College District  
ATTN: A/P-C Fernando  
25000 Valencia Blvd  
Santa Clarita, CA 91355

<table>
<thead>
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<td>Barracuda Message Archiver 650 EU</td>
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<td>Barracuda Message Archiver 650 IR</td>
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<td>BSF600a-e0</td>
<td>Barracuda Spam &amp; Virus Firewall 600 1 Day EU</td>
<td>4</td>
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<td>BSF600a-e1</td>
<td>Barracuda Spam Firewall 600 1 Year Energize Update</td>
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<td>BSF600a-h1</td>
<td>Barracuda Spam Firewall 600 1 Year Instant Replacement</td>
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Note: Annual renewal term is one year from date of activation. Contract must be activated within 30 days of receipt.

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.

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<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
<th>Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>(661) 288-7888</td>
<td>(661) 287-1560</td>
<td><a href="mailto:ed.padilla@ne-systems.net">ed.padilla@ne-systems.net</a></td>
<td><a href="http://www.ne-systems.net">www.ne-systems.net</a></td>
</tr>
</tbody>
</table>
25106 BARNHILL ROAD  
SANTA CLARITA, CA 91350  

Name / Address  
Santa Clarita Community College District  
ATTN: A/P-C Fernando  
25000 Valencia Blvd  
Santa Clarita, CA 91355

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<td>EX-3TB-S1-1YR</td>
<td>Exagrid 1yr 5x8 Support &amp; Maintenance for Exagrid (3) TB System TERM DATE: 7/1/09 - 6/31/10</td>
<td>1</td>
<td>5,085.00</td>
<td>5,085.00</td>
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TOTALS 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: $5,085.00
Sales Tax (9.25%): $0.00
Total: $5,085.00

<table>
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<th>Phone #</th>
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<th>Web Site</th>
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<tbody>
<tr>
<td>(661) 288-7888</td>
<td>(661) 287-1560</td>
<td><a href="mailto:ed.padilla@ne-systems.net">ed.padilla@ne-systems.net</a></td>
<td><a href="http://www.ne-systems.net">www.ne-systems.net</a></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Cost</td>
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<tr>
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| GOLD-BI-RX-4, TN-T2-FESX424 | **** Foundry Support Contract ****
TechNet GOLD Support, BigIron RX-4: Serial Numbers: SA14085121 and SA23065077
TechNet Titanium 2-Hour Advance Hardware Replacement Support,FESX424,
FESX424HF, FESX624, FESX624E and FESX624HF: Serial Number: FL40073748 | 2   | 3,995.00 | 7,990.00 |
|            |                                                                              | 1   | 1,195.00 | 1,195.00 |

**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.**

| Subtotal   | $9,185.00 |
| Sales Tax (9.25%) | $0.00 |
| Total      | $9,185.00 |

**Phone #** | **Fax #** | **E-mail** | **Web Site**
---|---|---|---
(661) 288-7888 | (661) 287-1560 | ed.padilla@ne-systems.net | www.ne-systems.net
<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Agreement Between Santa Clarita Community College District and Ex Librus (USA), Incorporated for Voyager Library Catalog Software</th>
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**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 3rd 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 $10,578.88 covers the period July 1, 2009 through June 30, 2010. The software maintenance renewal is presented to the Board for approval.

Copies of the agreement have been distributed under separate cover and are available for review from the Office of Institutional Development upon request.

**FISCAL IMPLICATIONS:**
The cost for the license agreement in the amount of $10,578.88 is included in the 2009/10 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
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

<table>
<thead>
<tr>
<th>Customer Grp/No.</th>
<th>Customer PO#</th>
<th>Payment Terms</th>
<th>Currency Code</th>
<th>Ship Via</th>
<th>Salesperson Cd</th>
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1 VOYAGER MAINT  
$10,578.88

Maintenance Plan: STD; Start: 07/01/2009, End: 06/30/2010; Term: 12 months

Does not include any applicable taxes  
Order Total: 10,578.88

☐ 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:  
Via Check/Draft  
Ex Libris (USA) Inc  
#774394  
4394 Solutions Center  
Chicago, IL 60677-4003  
FEIN 11-2979049

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 WFBUS6S  
Bene Name: Ex Libris (USA), Inc  
Account No: 4121801674
Approval of the Renewal Agreement Between Santa Clarita Community College District and The Learning Edge North America, Inc.

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 $16,100 is for a one year term effective 7/1/2009-6/30/2010. The fee covers the application, technical support and software updates throughout the term of the agreement.

Approval of this Agreement by the Board enables the District to meet its legal requirements for Public Agency contracts as well as Los Angeles County Office of Education requirements for payment. 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:
Funds for 2008-09 in the amount of $16,100 are in the 2009/10 Tentative Budget.

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

Submitted by: James Temple

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

Recommended by:
Dr. Barry Gribbons
**DESCRIPTION** | **AMOUNT** | **TAX**
---|---|---
Equella License renewal for the period 7/1/09 - 6/29/10; up to 200 FTE | $16,100.00 |  

**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: TLE North America Inc. Account# 600512925
ABA/Routing 011301798 Swift EASRUS31

| **Sales Tax:** | **$0.00** |
| **Total Amount:** | **$16,100.00** |
| **Amount Applied:** | **$0.00** |
| **Balance Due:** | **$16,100.00** |
AGENDA CATEGORY  INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES

ITEM/TITLE Approval of Renewal of Co-Location Lease Agreement  
X ACTION/CONSENT

Between Santa Clarita Community College District and NE Systems, Inc.

BACKGROUND / ANALYSIS:
College of the Canyons, as part of our Technology Master Plan and in conjunction with our Disaster Preparedness planning, selected in 2008, 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 Management Information System (Datatel).

The Sacramento facility is run by Raging Wire Enterprise Solutions. Raging Wire’s 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, 2009 through June 30, 2010. NE Systems, Incorporated is administering the agreement on behalf of Raging Wire. A copy of the rental agreement has been distributed and is available upon request from the office of Institutional Development, Technology and Online Services.

FISCAL IMPLICATIONS:
The cost for the lease agreement in the amount of $72,720.00 is included in the 2009/10 Tentative Budget.

RECOMMENDATIONS:
Move Approval of Renewal 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
AMENDMENT NO. 1

AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("District")
AND
NE SYSTEMS INCORPORATED ("Contractor")

THIS AMENDMENT to the NE SYSTEMS INCORPORATED Agreement signed by the District on December 3, 2008, ("Agreement"), is entered into by and between District and Contractor on this 30th day of June 2009.

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 **June 30, 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 Dr. Barry Gibbons
Print Assistant Superintendent/VP-Institutional Dev, Technology & Online Services
Date Board Meeting
Date of Approval

CONTRACTOR

BY:

Authorized Representative

Print Name NEAL RYDALL
Print Title PRESIDENT
Date 6-9-09
AGENDA CATEGORY

INSTITUTIONAL DEVELOPMENT,
TECHNOLOGY and ONLINE SERVICES

ITEM/TITLE

Approval of Renewal of the License Agreement Between the
Santa Clarita Community College District and iParadigms
LLC for Turnitin.com

ACTION/CONSENT

BACKGROUND / ANALYSIS:
The Santa Clarita Community College District is contracting with iParadigms LLC to renew our license for the
use of turnitin.com. The program is designed to deter plagiarism by providing a location for faculty to submit
student papers which are then checked against a database containing billions of Internet publications, millions
of published works and millions of other student papers that have been submitted to turnitin in the past. The
license agreement covers the use of Turnitin.com by all faculty members at the college, access to the
management website to administer the license and technical support through iParadigms. The license in the
amount of $11,553.80 reflects a $2,828.92 increase over last year due to an increase in the user fees per
FTES, an increase in our FTES from 10,263 to 11,853 and a reduction of the Community College discount
from 20% to 15%. The renewal covers the period August 16, 2009 through August 15, 2010. The license
agreement renewal is presented to the Board for approval.

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:
Funds in the amount of $11,553.80 are included in the 2009/10 Tentative Budget.

RECOMMENDATIONS:
Move Approval of Renewal of the License Agreement between the Santa Clarita Community College District
and iParadigms LLC. for Turnitin.com.

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

Recommended by:

Dr. Barry Gribbons

Dr. Dianne G. Van Hook
Chancellor
Here is the quote for the board item.

James Temple, Director
Information Technology

-----Original Message-----
From: Yvelin Yang [mailto:yyang@turnitin.com]
Sent: Friday, June 05, 2009 3:58 PM
To: Temple, James
Subject: Turnitin Renewal Quote

Good afternoon Jim,

Here is the Turnitin quote to extend College of the Canyons's access to Turnitin through 8/16/2010.

---------------------------------------------------------------
Turnitin Originality Checking: Single Campus institution license: (12 months)
---------------------------------------------------------------
-$975 annual licensing fee + $1.05 per student (1000 student minimum) -Unlimited classes/instructors -Unlimited originality reports -Campus administrator with department administrator options (2 levels) -15% Post CCC discount off student fees

Based on your enrollment of 11,853 students the total cost is: $11,553.80

*Discounts are available for multi-year renewals*

TO RENEW: Please fax your form of payment (copy of purchase order or credit card information) to iParadigms, LLC, attention Yvelin Yang to (510) 444-1952. You may also contact us with your credit card information at (866) 816-5046 extension 330.

Please feel free to contact me with any questions or concerns regarding your Turnitin account. Thank you for using Turnitin.

Kindest regards,

Yvelin Yang
Account Representative
iParadigms, LLC - developers of Turnitin and iThenticate
1624 Franklin Street, 7th Floor
Oakland, CA 94612

p. +1-510-287-9720 x330
f. +1-510-444-1952
e. YYang@turnitin.com
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District contracts annually with ROC for their printing interface software that is used by Datatel and other third-party software.

The renewal agreement is for the period August 1, 2009 - July 31, 2010. The cost of the agreement is $1,900.00. There is no change in the cost from the 2008/2009 agreement.

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

FISCAL IMPLICATIONS:
The total cost of this agreement is $1,900.00 and is included in the 2009-2010 tentative budgets.

RECOMMENDATIONS:
Move Approval of Renewal Agreement Between the Santa Clarita Community College District and ROC Software.

Submitted by: Mike Brezina

Recommended by: Dr. Barry Gribbons

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook, Chancellor
Bill To: College of the Canyons  
25455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
United States

Ship To: College of the Canyons  
25455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
United States

Attn: Marylou Kohlmeier 661-362-3707

<table>
<thead>
<tr>
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<td>Operating System: HPUX</td>
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</tr>
</tbody>
</table>

Does not include any applicable taxes

Order Total: \[1,900.00\]

We would like to continue on the current maintenance program.

☐ Our Purchase Order is enclosed.
☐ Our Purchase Order number is: ________________________________
☐ Purchase Order is not required to be invoiced.

Signature: ________________________________ Date: __________________
Name: ________________________________ Title: __________________

ALL INVOICES WILL BE SENT AFTER CONFIRMATION OF ORDER.

FOR PROMPT ATTENTION, FAX TO: 512-336-4290, ATTENTION, SUPPORT RENEWAL
OR EMAIL PURCHASE ORDER TO: customerservice@rocsoftware.com

We accept all major credit cards

**Note our new address**
ROC Software Systems, Inc.
3305 Northland Drive, Suite 101, Austin, TX 78731
Tel: 512-336-4200 · FAX: 512-336-4290 · www.rocsoftware.com
BACKGROUND / ANALYSIS:
College of the Canyons is required to provide students with 1098T statements. For these services, the Santa Clarita Community College District contracts with 1099 Pro, Inc., on an annual basis to provide 1098T forms to students. In addition, Fiscal Services is able to piggyback on the contract to provide 1099s annually.

The services provided by 1099 Pro, Inc., include: forms 1098-T printed per IRS specifications; Student Copy B and Instructions mailed via first-class post; Interface and obtain data from the NSLC, if applicable; Revised Forms 1098-T uploaded to the IRS; and IRS confirmation of acceptance of upload. This amount includes mandatory fees, such as enrollment fees and the student health center.

Copies of the 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 estimated cost for 2009/10 is $16,165.00 and is included in the 2009/2010 Tentative Budget. The amount of the contract depends largely on the number of statements that need to be produced. The fee schedule includes a $250 setup fee + $0.72 per student, a $199 annual software fee (+ $14.95 for shipping and handling). The fee has gone up this year by $0.02 to $0.72 per student.

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

Submitted by:  
Mike Brezina

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

Dr. Barry Gribbons
2009 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, 2/01/2010.
- 1099 Pro® 2009 software for generating reprints and corrections.
- Revised Forms 1098-T filed electronically with the IRS on or before Wednesday, 3/31/2010.
- IRS confirmation of acceptance of upload.

Costs – (Valid through 6/30/09)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1099 Pro® 2009 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 (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 6/30/09. Contracts received after 6/30/09 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 2/26/10.
- Deliver data to 1099 Pro, Inc. by 1/15/10. 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 “2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G” and/or “2009 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 6/30/09. ☐
1099 PRO, INC. AGREEMENT
Addendum to Outsourcing Contract for Form 1098-T

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 abnormal 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 purposed 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 COMPRIS ES 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 ____
<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Renewal Agreement Between Santa Clarita Community College District and CollegeNET for the Series25 Software Product</th>
</tr>
</thead>
</table>

**BACKGROUND / ANALYSIS:**

The Santa Clarita Community College District contracts with CollegeNET for their Series 25 product which interacts with Datatel. This software assists with scheduling of rooms and other resources.

The renewal agreement is for the period August 14, 2009 – August 13, 2010; the cost of the agreement is $7,542.

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 total cost of this agreement is $7,542 and is included in the 2009-2010 tentative budgets.

**RECOMMENDATIONS:**

Move Approval of Renewal Agreement Between the Santa Clarita Community College District and College/NET for the Series25 Software Product.

Submitted by: Mike Brezina

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gibbons
From: yumiko@collegenet.com [mailto:yumiko@collegenet.com]  
Sent: Friday, May 29, 2009 9:26 AM  
To: Kohlmeier, Marylou  
Subject: CollegeNET Annual Fee Quote

Dear Marylou,

Thanks for your request.

The Annual Fee invoice from CollegeNET Inc. will be sent to the attention of Mike Brezian around 7/01/09. These amounts are correct as long as the sizes of the licensed products stay the same.

Your invoice will be for the period of 8/14/08 through 8/13/09 and is due on 8/13/09 for the following:

R25 in the amount of $5,751.00  
SCHEDULE25 in the amount of $1,791.00

Please contact Yumi Burghart (503/290-3408 or yumiko@collegenET.com) if you have any questions.

Thank you.

Yumi Burghart  
Accounts Receivable  
(503)290-3408  
yumiko@collegenET.com
Approval of Agreements Between Santa Clarita Community College District/MIS Dept and Datatel for Partner Specific Products:

1) Unidata /Colleague Application, 2) e-Commerce Client Report and e-Commerce Licensed Products, and 3) SecuritySmith Licensed Products

BACKGROUND / ANALYSIS:
The Santa Clarita Community College District contracts annually with Datatel for partner products maintenance renewal. This Datatel renewal agreement will be for the period July 1, 2009 - June 30, 2010.

These include:
✓ Unidata – The database engine that stores the districts Information.
✓ e-commerce – The product that allows us to accept payments.
✓ SecuritySmith – The product that encrypts our data and keeps it safe.

The cost of annual maintenance is $39,220.50; the cost for last year (08/09) was $33,451.25, an increase of $5,769.25. This is due to an increase to the core costs.

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 total cost of these agreements is $39,220.50 and is included in the 2009-2010 tentative budgets.

RECOMMENDATIONS:
Move Approval of Agreements between Santa Clarita Community College District/MIS Dept and Datatel for Partner Specific Products: 1) Unidata /Colleague Application 2) e-Commerce Client Report and e-Commerce Licensed Products 3) SecuritySmith Licensed Products.

Submitted by: Mike Brezina

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

Recommended by:
Dr. Barry Gribbons
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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Please make checks payable to: Datatel, Inc.
## INVOICE

**DATATEL**

4375 Fair Lakes Court  
Fairfax, Virginia 22033  
703 968 9000

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<th>CLIENT NUMBER</th>
<th>ACCOUNT NUMBER</th>
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<td>TKO</td>
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SANTA CLARITA COMM COLLEGE DISTRICT  
COLLEGE OF THE CANYONS  
CAROL ZAFRANCOL, ACCOUNTING  
26455 ROCKWELL CANYON ROAD  
SANTA CLARITA, CA 91355  
USA

<table>
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<tr>
<th>DESCRIPTION</th>
<th>SERVICES USED</th>
<th>UNIT PRICE</th>
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<td>USER INTERFACE MAINTENANCE</td>
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Thank you for your business with Datatel

Total Charge                       39,220.50
California No Tax                  0.00
Invoice Total                      39,220.50
Less Credit On Account             0.00
Balance Due                        39,220.50

Please make checks payable to: Datatel, Inc.
BACKGROUND / ANALYSIS:
The Santa Clarita Community College District contracts annually with Datatel for their software in addition to third-party software used by Datatel. Datatel is the Enterprise Resource Planning system used by the district to manage its data and support its administrative and business needs. The renewal agreement is for the period July 1, 2009 - June 30, 2010 and a specific listing of components are attached. The cost of the Datatel core software is $229,745.00, the cost for last year (08/09) was $206,740.00, an increase of $23,005 from the 2008/2009 agreement.

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 total cost of this agreement is $229,745.00 and is included in the 2009-2010 tentative budgets.

RECOMMENDATIONS:
Move Approval of Renewal Agreement Between the Santa Clarita Community College District and Datatel for Software Products.

Submitted by: Mike Brezina

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
<table>
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<tr>
<th>DESCRIPTION</th>
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Please make checks payable to: Datatel, Inc.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SERVICES USED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Thank you for your business with Datatel

Total Charge          229,745.00
No Tax               0.00
Invoice Total        229,745.00
Less Credit On Account 0.00
Balance Due          229,745.00

Please make checks payable to: Datatel, Inc.
AGENDA CATEGORY  INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES

ITEM/TITLE  Approval of Renewal of Agreement Between Santa Clarita Community College District and HPM Networks

<table>
<thead>
<tr>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
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BACKGROUND / ANALYSIS:
This renewal agreement between the Santa Clarita Community College District and HPM Networks is for hardware maintenance and associated software that are used to run the servers that Datatel resides on. This is the second year we have contracted with them for maintenance.

The renewal agreement is for the period July 1, 2009 - June 30, 2010. The cost of the 2009/2010 agreement is $33,858.74. This cost for the previous year was $29,962.39. This is an increase of $3,896.35.

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

FISCAL IMPLICATIONS:
The total cost of this agreement is $33,858.74 and is included in the 2009-2010 tentative budgets.

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

Submitted by: Mike Brezina

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Barry Gribbons
<table>
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<tr>
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<th>Coverage End</th>
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<th>Product Number</th>
<th>Description</th>
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<th>Support Start Date</th>
<th>Support End Date</th>
<th>Warranty End Date</th>
<th>Support Life End Date</th>
<th>Serial Number</th>
<th>Vendor Address</th>
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</thead>
</table>

**TOTAL SERVICE AMOUNT** $33,658.74
Approval of the Maintenance Agreement Between the Santa Clarita Community College District and Hershey Systems, Inc. for Document Imaging System

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 records as well as image and catalog all student information going forward. Currently, Admissions and Financial Aid are actively archiving all incoming records. For example, when the College receives an official transcript for a student from another college, the system automates uploading the scanned document into Datatel, populating the appropriate fields, the same day the transcript is received. The system also allows staff to search other records using a variety of criteria. The system is run from a secured web interface and can be used by any area of student services (Admissions, Counseling, Matriculation, Financial Aid, etc), who has a verifiable need to access Student records.

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. To simplify the renewal process, Hershey has agreed to modify the renewal dates to coincide with the District's fiscal year for easier processing and budget planning. 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 $29,261.05 covers the period July 1, 2009 through June 30, 2010. This reflects an increase of $4,438.80 over last year resulting principally from the use of the system at the Canyon Country Campus. The agreement is presented to the Board for approval.

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:
Funds in the amount of $29,261.05 are included in the 2009/10 Tentative Budget.

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

Submitted by: James Temple

Dr. Barry Gribbons
Chancellor

Recommended by:

Dr. Dianne G. Van Hook
Chancellor
# Hershey Systems, Inc.

## INVOICE

**Invoice No:** CC FATAP09  
**Date:** 3/10/2009  
**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

**Payment Due:**  
By current contract expiration date of 06/30/09

**Notes:**  
Technology Assurance Program Maintenance Contract renewal period 07/01/09 - 06/30/10  
All TAP contracts are subject to an annual renewal increase of up to 5%

<table>
<thead>
<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** $3,360.00  
**Discount** $0.00  
**Sales Tax** $0.00  
**Invoice Total** $3,360.00

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.
Hershey Systems, Inc.

INVOICE

Invoice No: CC ENRTAP09  
Date: 03/12/2009  
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 RIO/ENROLLMENT SVCS  
26455 ROCKWELL CANYON ROAD  
SANTA CLARITA, CA  91355

P. O. Number Pending

Notes

Technology Assurance Program Maintenance Contract renewal period 07/01/09 – 06/30/10

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 $22,703.80  
Discount $0.00  
Sales Tax $0.00  
Invoice Total $22,703.80

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 with this invoice.
**Hershey Systems, Inc.**

**INVOICE**

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<td>Account No:</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 06/30/09

**Notes**  
Technology Assurance Program Maintenance Contract renewal period 07/01/09 - 06/30/10

All TAP contracts are subject to an annual renewal increase of up to 5%

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| Subtotal | $3,197.25 |
| Discount  | $0.00     |
| Sales Tax | $0.00     |

**Invoice Total**  
$3,197.25

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 if you need assistance.
## AGENDA

**CATEGORY**

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>ACTION/CONSENT</th>
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<th>DISCUSSION</th>
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<tr>
<td>Approval of Agreement Between Santa Clarita Community College District and Dr. Brian Downs for Student Health and Wellness Center</td>
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### BACKGROUND / ANALYSIS:

The College of the Canyons Healthcare education program has established a relationship with Dr. Downs to provide clinical services and consultation not to exceed $35,360 between July 1, 2009 and June 30, 2010 for the COC Student Health and Wellness Center. The new contract covers up to 16 hours per month of direct clinical care for COC students at the health office, in addition to his previous ongoing position as Medical Director.

This Agreement is available from the Business Services department. Approval of this Agreement by the Board enables the District to meet its legal requirements for Public Agency contracts as well as Los Angeles County Office of Education requirements for payment.

### FISCAL IMPLICATIONS:

The total amount of this expenditure is $35,360 and is budgeted in the 2009/2010 Budget.

### RECOMMENDATIONS:

Move approval of Agreement Between Santa Clarita Community College District and Dr. Brian Downs for Student Health and Wellness Center.

---

Submitted by: Beverly Kemmerling

Director, Student Health & Wellness Center

Recommended by: Michael Wilding

Asst. Supt/VP, Student Services

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

Chancellor
This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as “DISTRICT,” and Brian Downs, D.O., 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: Clinical care of patients, including both direct clinical care and consultation/chart review as requested by nurse practitioners at COC Student Health & Wellness Center twice per month or as determined in consultation with Director of Student Health & Wellness Center. 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 01, 2009, and will diligently perform as required and complete performance by June 30, 2010.

3. Compensation and Invoicing. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a to exceed Thirty Five Thousand Three Hundred Sixty Dollars ($35,360). 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 the 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 non-performance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

   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 non-performance 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:

To the District:  
Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Attn: Beverly Kemmerling  
Email: Beverly.Kemmerling@Canyons.edu  
Tele: 661-362-3243

To the Contractor:  
Brian Downs, D.O.  
26056 Bella Santa Drive  
Valencia, CA 91355  
Attn:  
Email:  
Tele:

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: _______________________________ Signature of Authorized Representative
Print Name _______________________________
Print Title _______________________________
Date __________________

CONTRACTOR

BY: _______________________________ Signature of Authorized Representative
Print Name _______________________________
Print Title _______________________________
Date __________________

Social Security # __________________
Or Federal Tax ID # __________________
Learning from the Unrestricted General Fund (11)
In past years the Unrestricted General Fund has been a source of temporary cash flow for other funds where receipt of revenues does not always coincide with the timing of required expenses. The following cash loans are again projected to be required from the Unrestricted General Fund (11) to:

State Construction Fund (41) $11,000,000 Provides cash flow until State capital outlay checks arrive
Performing Arts Center Fund (58) $ 100,000 Provides cash flow until ticket sale revenues are received
Employee Training Institute (59) $ 125,000 Provides cash flow until State ETP checks arrive
Financial Aid Fund (74) $ 50,000 Provides cash flow until PELL/SEOG funds are received

Loans to the Unrestricted General Fund (11)
For 2009-2010, the District anticipates cash flow challenges for the Unrestricted General Fund (11) due to the $740 million in Statewide apportionment deferrals included in the 18 month budget plan approved February 2009, and an additional $115 million Statewide apportionment deferral proposed in the 2009-10 May Revise. To help mitigate these cash deferral challenges, the Board approved $40 million in County Treasury borrowing on May 12, 2009. Unfortunately, County Treasury borrowing may only occur through April 26, 2010, so the following interfund borrowing may also be needed to provide funds for use by the Unrestricted General Fund (11) from:

Debt Service Fund (29) $3,500,000 Provide cash flow to supplement County Treasury borrowing
Locally Funded Capital Fund (43) $3,000,000 Provide cash flow to supplement County Treasury borrowing
Retiree Benefit Fund (69) $2,700,000 Provide cash flow to supplement County Treasury borrowing
Replace Field Turf Sinking Fund (49) $ 430,000 Provide cash flow to supplement County Treasury borrowing

The amounts authorized for temporary loans are maximum authorizations, and funds are transferred only as needed.

FISCAL IMPLICATIONS:
The funds loaning cash will have their cash balances temporarily reduced. Temporary loans do not affect ending fund balances since “due to” and “due from” entries are booked.

RECOMMENDATIONS:

Submitted by: Cindy Grandgeorge

Dr. Dianne G. Van Hook
Chancellor

Recommended by: Sharlene L. Coleal
### AGENDA

**CATEGORY**  BUSINESS SERVICES

**ITEM/TITLE**  Presentation and Adoption of the Santa Clarita Community College District's 2009-2010 Tentative Budget

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

### BACKGROUND / ANALYSIS:

The law requires that community college districts approve a budget annually, on or before July 1st. The proposed 2009-2010 Tentative Budget is provided to the Board under separate cover.

Currently, the Governor and the Legislature are considering the State budget. Although the Governor may sign a State budget by June 30th, we will not know the actual impact on College of the Canyons until late August or even September/October. Therefore, the Tentative Budget will serve as spending authority until the Adopted Budget is presented in September.

This Budget provides for a 6% reserve for contingency and proposed revenues and beginning fund balance set asides do not exceed proposed expenditures. Once all of the year-end entries have been booked and following the completion of the year-end close in August, the ending balance will be finalized. If it increases, this, in turn, will increase the beginning balance for 2009-2010.

### FISCAL IMPLICATIONS:

Contained in the budget document.

### RECOMMENDATIONS:

Move Approval of Adoption of the Santa Clarita Community College District's 2009-2010 Tentative Budget.

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**Submitted by:**  Sharlene L. Coleal

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

**Chancellor:**  Sharlene L. Coleal
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

2009-2010 TENTATIVE BUDGET

Section 1
Revenue/Expenditures by Object
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

2009-2010 TENTATIVE BUDGET

Section 2
Expenditures by Activity
BACKGROUND / ANALYSIS:
At the Joint Board meeting with the City Council members on May 20, 2009, an overview of the Channel 20 Local Public Access Television Station was presented, and a Joint Powers Agreement (JPA) that would provide for the management of the local public television station, Channel 20 was discussed. It was noted that the JPA would be comprised of public agencies and could include the Santa Clarita Community College District and the William S. Hart Union High School District.

Since that time, both the College and High School Districts have had their attorneys review the document and provide feedback to the City of Santa Clarita. This revised JPA will be presented to the City at their next Board meeting on June 23rd and will be executed pending approval by Santa Clarita Community College District and the William S. Hart Union High School District.

The purpose of this item is to discuss the Santa Clarita Community College District's interest in and level of commitment to this partnership.

FISCAL IMPLICATIONS:
N/A.

RECOMMENDATIONS:
Presented as Information Only.

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 Memorandum of Understanding (MOU) with the College of the Canyons Athletic Clubs in order to permit the clubs to perform clean-up services after the Hart Football games held on the District’s campus.

The term of the MOU runs from July 1, 2009 to June 30, 2012 and can be terminated upon 30 days’ written notification by either party. The Hart High School District will pay the Santa Clarita Community College District a standard fee per each Hart football game played on the College of the Canyons campus in the form of a check issued to the District's Associated Student Government (ASG) in the amount of $1,000 per game. As the rate for clean up billed to the Hart High School District changes, the amount paid to ASG for the Athletic Clubs will be adjusted accordingly.

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

FISCAL IMPLICATIONS:
The revenues generated from this MOU will directly benefit the Associated Student Government.

RECOMMENDATIONS:
Move approval of Memorandum of Understanding between the Santa Clarita Community College District and College of the Canyons' Athletic Clubs.
This Memorandum of Understanding ("MOU") is made by and between the Santa Clarita Community College District ("District"), a community college organized and existing pursuant to the laws of the State of California, and the College of the Canyons’ (COC) Athletic Clubs ("Clubs"). The District and the Clubs may be referred to herein individually as “Party” and, collectively, as “Parties.”

**RECITALS**

A. The District is a Community College District public educational institution in the State of California.

B. Clubs have requested that they be permitted to perform clean up after the Hart Football games held on the COC’s campus. The Parties acknowledge and agree that the COC Athletic Clubs can benefit by the performance of this activity.

The Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated as effective and operative parts of this MOU.

2. **Scope of Work.** COC Athletic Clubs shall be responsible for performing clean up after each of the Hart football games which are held on the COC campus.

3. **Term.** The term of this Agreement shall commence on July 1, 2009, and terminate on June 30, 2012. Either Party may terminate this agreement with thirty (30) days’ written notification to the other party. Such termination may be for cause or convenience by either District or Clubs.

4. **Compensation.** Hart High School pays the District a standard fee per each Hart football game played on the COC campus, including a designated “Clean Up” fee. For each game the Clubs provide the above described Scope of Work, a check in the amount of One Thousand Dollars ($1,000) will be issued to the District’s Associated Student Government (ASG) to be deposited in the Athletic Clubs’ team accounts as directed by the Athletic Director. As the rate for clean up billed to Hart changes, the amount paid to ASG for the Athletic Clubs will be adjusted accordingly.

5. **Student Waivers.** Clubs agrees to obtain signed student waiver forms from students participating in this clean up program and keep such forms on file for the term of the student’s participation plus one (1) year.

**In Witness Whereof,** the Parties have caused this Memorandum of Understanding to be executed on their behalf by their respective duly-authorized representatives.
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Contract for Environmental Services
(Atkins Environmental H.E.L.P., Inc.)

ACTION/CONSENT  
ACTION  X
INFORMATION  
DISCUSSION  

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 General Fund for Facilities Administration.

RECOMMENDATIONS:
Move approval of contract for Environmental Consulting with Atkins Environmental H.E.L.P., Inc. 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
Atkins Environmental H.E.L.P., Inc.
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. (AEH). 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 (MRR & 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 (CalARP)
   - Risk Management Program
   - SB 198 Compliances (IIIP Development)
   - Hazard Communication (HazCom) Standard Compliance
   - Attend/Coordinate (Facilitate) Required Safety Meetings
   - OSHA Citations & Appeals
   - Establish/Maintain the following Programs:
     - Lockout/Tagout
     - 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 Operations & 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 Violation (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 Baricades [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, Derrick, 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 Surveys

TERMS & COST:
1. Term of this Agreement for Consulting Services is for a one-year period:
   - From July 1, 2009 to June 30, 2010
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]
B.J. Atkins, President
Atkins Environmental H.E.L.P., Inc.

[Date] 6/1/09
AGREEMENT FOR CONSULTING SERVICES

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 our 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 $10,000 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES AEH'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENCE PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY AEH WILL BE LIMITED TO AN AGGREGATE OF $5,000 OR AEH TOTAL CHARGES, WHICHER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF PROFESSIONAL LIABILITY, AEH AGREED TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF $1,000,000 UPON 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, WHICHER 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 or 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 of 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), his employees or agents. Client 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 construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including safety and security 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.
AGREEMENT FOR CONSULTING SERVICES

Terms and Conditions

a. NON-HAZARDOUS SAMPLES. At Client's written request, AEH will retain preservable test specimens or the residue thereof 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 are 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) use 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.

c. 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 in a manner consistent with that indicated for hazardous 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) 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, distribution or reproduction of AEH's work shall be at Client's and recipient's sole risk and without liability to AEH. AEH may retain a confidential file copy of its work product and related documents.

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 any conditions at the site that may present a potential danger to public health, safety the environment. Client agrees under advice 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.

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.
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.

26.0 Consideration

The parties agree charges for AEH’s services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

27.0 Integration

This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
BACKGROUND / ANALYSIS:
The District would like to enter into a contract for water treatment services for the Valencia Campus. This contract would provide water treatment services and chemicals for all the cooling towers, boilers, chilled and hot water loop systems at the North, South and I-Building Plants. The district issued a Request for Proposals on May 1, 2009 with a submission date of June 10, 2009. Four proposals have been submitted and are currently under review for analysis and references. The recommended vendor will be announced at the June 24th Board Meeting. The term of the contract will be July 1, 2009 through June 30, 2010. Services will include, but not be limited to:

**Service and Chemicals**
- Bi-monthly visits and on-site testing
- Water analysis reporting
- Chemical transfer to containment tank
- Control of chemical inventory
- Monitoring of biological growth
- Bacterial analysis
- On-site training
- Alkalinity scale control acid 50% chemicals
- Closed loop chemicals
- Corrosion inhibitor

**FISCAL IMPLICATIONS:**
Funds for this contract will be included in the General Fund for maintenance service contracts.

**RECOMMENDATIONS:**
Move approval of award of contract for water treatment services to be announced at the June 24th 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
<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project</th>
</tr>
</thead>
</table>

**BACKGROUND / ANALYSIS:**
The Dr. Dianne G. Van Hook University Center is a partially-funded GO Bond project that includes the construction of a 110,000 sq. ft. permanent University Center which will be located at the southwest portion of the campus. The Center will provide classrooms and instructional space for programs offered by our university partners, Academy of the Canyons and other users. The following contract revisions are being recommended at this time. Copies of the recap are available upon request.

- Contract Package #102, Building & Site Concrete & Asphalt Paving, Mendez Concrete Change Order #01 encompasses three items and results in a contract addition of $97,495.
- Contract Package #103, Landscaping & Irrigation, Mariposa Horticultural Change Order #03 encompasses one item and results in a contract addition of $1,028.
- Contract Package #120, Glass, glazing & storefront, Santa Barbara Glass Change Order #02 encompasses one item and results in a contract addition of $1,100.
- Contract Package #122, Signage, Inland Building Construction Change Order #01 encompasses one item and results in a contract addition of $1,178.
- Contract Package #123, Window Coverings, Diversified Window Coverings Change Order #01 encompasses one item and results in a contract subtraction of $7,229.
- Contract Package #127, Plumbing, Site Utilities, Domestic & Fire Water, Gas, HPS Mechanical Change Order #06 encompasses five items and results in a contract addition of $21,901.

**FISCAL IMPLICATIONS:**
The Dr. Dianne G. Van Hook University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these change orders in the amount of $129,931 are included in the FY08/09 Adopted Budget.

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

**Issue date:** 6/9/09

Contractor: Mendez Concrete
Change Order #: 102-001

Item # 1 COR 102-002
Background: Prebid Addendum #8 corrected the weight of rooftop mechanical equipment. The structural footings were enlarged to accommodate the additional weight.
Reason for Change: Not shown on plans
Requested by: Architect
Cost: $1,672.46

Item # 2 COR 102-005
Background: Add wire mesh at sidewalks. No rebar or mesh was shown in drawings
Reason for Change: Not shown in plans
Requested by: Architect
Cost: $1,711.52

Item # 3 COR 102-006
Background: Add fountain at front courtyard and provide upgrade concrete work & hardscaping at front courtyard/entry
Reason for Change: Requested by Owner
Cost: $94,111.00

**Issue date:** 6/5/09

Contractor: Mariposa Horticultural
Change Order #: 103-003

Item # 1 COR 103-004
Background: Add additional gate valve for irrigation system at east side point of connection as requested by Bill Salkeld.
Reason for Change: Requested by Owner
Cost: $1,028.00

**Issue date:** 6/5/09

Contractor: Santa Barbara Glass
Change Order #: 120-002

Item # 1 COR 120-002
Background: Add fixed glazing at lobby 207 opening
Reason for Change: Requested by Owner
Cost: $1,100.00
**Issue date: 6/5/09**

Contractor: Inland Building Construction  
Change Order #: 122-001  
Item # 1 COR 122-001  
Background: Change 32 existing interior room ID signs to upgraded sign that reflects donor identification as requested by Cathy Ritz  
Reason for Change: Requested by Owner  
Cost: $1,177.60

**Issue date: 6/5/09**

Contractor: Diversified Window Coverings  
Change Order #: 123-001  
Item # 1 COR 123-001  
Background: Delete window blinds at areas of future tenant improvement  
Reason for Change: Value Engineering  
Requested by Owner  
Cost: $(7,229.00)

**Issue date: 6/5/09**

Contractor: HPS Mechanical  
Change Order #: 127-006  
Item # 1 COR 127-014  
Background: Lavatory sinks specified would not fit in between countertop steel supports. Change sink type to alternate sink. Cost is for more expensive sink and re-stocking fee.  
Reason for Change: Requested by Owner  
Cost: $421.00  
Item # 2 COR 127-015  
Background: Extend water and sewer at front courtyard for fountain  
Reason for Change: Requested by Owner  
Cost: $8,869.00  
Item # 3 COR 127-016  
Background: Add plumbing for second condensate drain for air handler unit #1  
Reason for Change: Not shown on plans  
Requested by: Architect  
Cost: $5,756.39  
Item # 4 COR 127-017  
Background: Add unistrut supports/attachments underneath all 32 lavatory sinks. Granite counters were too thin to attach sinks to and the clip detail in the plans could not be used. New attachment per RFI answer.  
Reason for Change: Not shown in plans  
Requested by: Architect  
Cost: $3,800.00
Item # 5  COR  127-018
  Background:  Extend gas line at rear patio for future BBQ
  Reason for Change:  Requested by: Owner
  Cost:  $2,995.00
Presentation of the California School Employees Association (CSEA) Chapter 725 Contract Re-Opener

Proposal for FY09/10

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 FY09/10 to the Board, and announces that a public hearing has been scheduled for the July 8, 2009 board meeting. Attached is a letter from Chapter 725 CSEA dated May 20, 2009 requesting negotiations and outlining their re-openers.

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).”

FISCAL IMPLICATIONS:
Dependent upon the outcome of negotiations and the development of the Statewide budget.

RECOMMENDATIONS:
Present the contract re-opener proposal from CSEA and announce that a public hearing will be conducted at the July 8, 2009 Board meeting.

Submitted by: Jim Schrage

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

Recommended by: Diane Fiero
Asst. Supt/VP, Human Resources
May 20, 2009

Dr. Dianne G. Van Hook, Chancellor and
Board of Trustees
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

Re: California School Employees Association Chapter 725
2009-10 Reopener Negotiations Proposal

Dear Board of Trustees and Chancellor Van Hook:

The California School Employees Association and its COC Chapter #725 hereby
intends to negotiate changes to the Collective Bargaining Agreement for 2009-10.
Below is our initial proposal which we hope will be placed on the next Board of
Trustees meeting agenda:

Article 18: Professional Growth

- CSEA has an interest in improving the educational incentives for
  bargaining unit members by adding an additional step for bargaining unit
  members attaining 75 semester units.

Article 19: Wages and Article 21: District Paid Benefits

- CSEA has an interest in maintaining the same quality benefits package
  offered to other District employees.

- CSEA has an interest in restructuring the existing formula to allow no
  additional out-of-pocket expenses for bargaining unit members to
  maintain the same benefits other District employees receive.

- CSEA has an interest in negotiating a fair and equitable salary increase
  based upon existing resources and revenues available to the District.

- CSEA has an interest in ensuring that our bargaining unit receives the
  same improvement(s) to their salary schedule or other improved
  compensation as any other employee group.

CSEA reserves the right to amend its proposal or raise other issues within the
above Articles open for these negotiations or regarding the Article chosen to be
opened by the District.
CSEA acknowledges and appreciates the interest-based negotiations method and looks forward to a productive and collaborative negotiations process that concludes in a timely manner.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Tron Burdick
Labor Relations Representative

TB/gr
C: Diane Fierro, VP-Human Resources; Cynthia Madia, Chapter 725 President; Ferrel Hubbard, Area D Director; Rameldia Mark, Region 46 Acting Representative; Mike Ford, Field Director; Matt Gentile, Labor Relations Representative; Chapter 725 File
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 the District’s re-opener proposals for FY09/10 to the Board, and announces that a public hearing has been scheduled for the July 8, 2009 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). “

The District is specifically interested in the following articles:

- Article 14 (Positions, Transfers, Promotions, Demotions)
- Article 19 (Wages)
- Article 21 (District Paid Benefits)

FISCAL IMPLICATIONS:
Dependent upon the outcome of negotiations and the development of the Statewide budget.

RECOMMENDATIONS:
Present the Santa Clarita Community College District contract re-opener proposal with CSEA, Chapter 725, for period beginning July 1, 2009 and announce that a public hearing will be conducted at the July 8, 2009 Board meeting.

Submitted by: Jim Schrage

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

Recommended by: Diane Fiero
Asst. Supt/VP, Human Resources
<table>
<thead>
<tr>
<th>AGENDA CATEGORY</th>
<th>HUMAN RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM/TITLE 1</td>
<td>Presentation of Santa Clarita Community College District</td>
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<td>Contract Re-Opener Proposal with the College of the</td>
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<td>Canyons Faculty Association (COCFA) CTA/NEA For FY09/10</td>
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</tbody>
</table>

**BACKGROUND / ANALYSIS:**

The law requires that 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 the District’s re-opener proposals with the College of the Canyons Faculty Association (COCFA) CTA/NEA for FY09/10 to the Board, and announces that a public hearing has been scheduled for the July 8, 2009 board meeting.

The current agreement between the District and COCFA extends through June 30, 2010. Article 1 of the Agreement states “Salaries, Health & Welfare and two other articles from each party are able to be reopened for 2009-2010.”

The District is interested in continuing the dialog related to on-line teaching and office hours in addition to salary and benefits. The District is requesting to open the following articles:

- Article 12 (Workload and Workdays)
- Article 13 (Health and Welfare Benefits)
- Article 15 (Salary)

**FISCAL IMPLICATIONS:**

Dependent upon the outcome of negotiations and the development of the Statewide budget.

**RECOMMENDATIONS:**

Present the Santa Clarita Community College District contract re-opener proposal with the College of the Canyons Faculty Association (COCFA) CTA/NEA for period beginning July 1, 2009 and announce that a public hearing will be conducted at the July 8, 2009 Board meeting.

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

Recommended by:

Diane Fiero  
Asst. Supt/VP, Human Resources
## AGENDA

**CATEGORY**: POLICIES and PROCEDURES

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Physical Plant, Facilities and Construction</th>
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<td></td>
<td>Board Policies (Various), First Reading</td>
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</table>

### BACKGROUND / ANALYSIS:

Several policies related to Physical Plant, Facilities and Construction have been reviewed and are being presented to the Board for First Reading review. These Policies are included in the Business Services Policy Section (Section 6000).

The modifications being proposed have been endorsed by the College Policy Council. The majority of the proposed modifications to these policies include minor changes to our existing District Policies, and they are incorporating a new number to align them with the format of the CCLC policies. Only one (BP 6800 - Safety) incorporates language recommended from the CCLC’s policy. The policies presented for first reading are:

- Board Policy 6536 – Use of College Property by Staff (formerly Board Policy 711)
- Board Policy 6721 – Telephones (formerly Board Policy 721)
- Board Policy 6728 – Use of Flammable Materials (formerly Board Policy 728)
- Board Policy 6729 – Lights and Locks - Responsibilities (formerly Board Policy 729)
- Board Policy 6730 – Keys (formerly Board Policy 730)
- Board Policy 6731 – Requests for Facilities Services (formerly Board Policy 731)
- Board Policy 6741 – Cost Accounting and Informal Bidding Act (formerly Board Policy 741)
- Board Policy 6800 – Safety (formerly Board Policy 724)
- Board Policy 6850 – Report of Hazardous Conditions (formerly Board Policy 725)

The proposed policies and tracking chart are attached for review.

### FISCAL IMPLICATIONS:

N/A

### RECOMMENDATIONS:

Move approval of Physical Plant, Facilities and Construction Board Policies (Various), First Reading.

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:
<table>
<thead>
<tr>
<th>Old Number</th>
<th>New Number</th>
<th>New Title</th>
<th>Comments</th>
</tr>
</thead>
</table>
| 711        | BP 6536    | Use of College Property by Staff                      | ✓ Minor changes to existing District Policy  
|            |            |                                                       | ✓ Title revision  
|            |            |                                                       | ✓ Change to new number                                                  |
| 721        | BP 6721    | Telephones                                            | ✓ Minor changes to existing District Policy  
|            |            |                                                       | ✓ Change to new number                                                  |
| 728        | BP 6728    | Use of Flammable Materials                            | ✓ Minor changes to existing District Policy  
|            |            |                                                       | ✓ Change to new number                                                  |
| 729        | BP 6729    | Lights and Locks – Responsibilities                   | ✓ Minor changes to existing District Policy  
|            |            |                                                       | ✓ Change to new number                                                  |
| 730        | BP 6730    | Keys                                                  | ✓ Minor changes to existing District Policy  
|            |            |                                                       | ✓ Change to new number                                                  |
| 731        | BP 6731    | Requests for Facilities Services                      | ✓ Minor changes to existing District Policy  
|            |            |                                                       | ✓ Title revision  
|            |            |                                                       | ✓ Change to new number                                                  |
| 741        | BP 6741    | Cost Accounting and Informal Bidding Act              | ✓ Number change only (no changes to existing policy)                      |
| 724        | BP 6800    | Safety                                                | ✓ Revisions to existing District policy, which includes CCLC recommendations  
|            |            |                                                       | ✓ Title revision  
|            |            |                                                       | ✓ Change to new number                                                  |
| 725        | BP 6850    | Report of Hazardous Conditions                        | ✓ Minor changes to existing District Policy  
|            |            |                                                       | ✓ Change to new number                                                  |
A. Use of College Property

1. Use of college facilities and equipment is restricted to that required for the performance of assigned duties during regular work periods.

2. Access to and occupancy of facilities is restricted to that required for the performance of assigned duties.

3. Consumable supplies and materials are to be expended solely for official College purposes.

4. For use of District property outside of these parameters, see Board Policy 6700.

B. Selling a Product/Service for Gain

No advertisements will be read or distributed on the college premises without permission of the Superintendent-President or one of the appropriate administrators. No District employee shall use the District or College name, facilities, equipment, or staff position in selling a commercial product or in promoting a personal service for financial gain or material gain.
BP 724 6721 Telephones

Except in emergencies, all District telephones will be limited to use for District business. Personal, toll-free calls may be made from school telephones in emergency situations only. Employees will be billed for personal phone calls. The District reserves the right to bill employees for personal phone calls; pay telephones have been placed on campus for personal telephone calls.
BP 728 6728 Use of Flammable Materials

In accordance with State law, no flammable materials will be used as decorations, costumes, stage sets or for other purposes in any building or other place where persons gather. This Policy does not apply to necessary Instructional curriculum when carried out in accordance with applicable regulatory guidelines.
A. Check windows, lights and doors before leaving work.

B. All college employees are responsible for turning off lights that are not in use and for closing and locking windows and doors before going off duty. Many rooms need little or no electrical lighting during the day. You are required to be careful with the use of electricity as a matter of economy. As a matter of efficiency, maintenance and sustainability, District employees are responsible for using District utilities only on an as-needed basis.
Keys

A. Keys Assigned to Employees Only

Keys to college buildings and rooms will be assigned only to employees of the District. The distribution of keys will be a function of the Maintenance Department.

B. Failure to Return Keys

Upon separation from the District employees are required to immediately surrender all keys previously issued to them by the District. Failure to return keys will result in the withholding of the final salary check.

C. Unauthorized Use of Keys

Under no circumstances shall a key be loaned to any person not qualified authorized to have a key. The use of keys under the immediate supervision of a staff member is not to be interpreted as loaning a key. Unauthorized use, including duplication, violates Penal Code Section 469 and is grounds for disciplinary action.
BP 731-6731 Requests for Building and Grounds Facilities Services

A. All matters requiring the services of buildings and grounds Facilities staff shall be submitted to the area Administrator employee's immediate supervisor for approval and subsequent transmittal to the Facilities Department for action.

B. Subject to Administrative approval, work orders will be forwarded to the Director of Facilities Vice President, Facilities Planning, Operations and Construction for appropriate action.
BP 724 6800       Safety Precautions

Reference:

Title 8, Section 3203; 29 C.F.R. 1910.101 et seq.; Health & Safety Code Section 104420

A. Employee safety is a primary concern of College of the Canyons, and is of highest priority. Our obligation is to provide and maintain safe working conditions and equipment at all times, to comply with standards prescribed by applicable federal, state and local laws and regulations affecting employee safety, and to conduct continuous education and training to develop safe attitudes and practices. Safety must always be a part of any function or work performed.

Our goal is the participation by all employees in accident prevention and their acceptance of a personal responsibility for safety.

B. The Director of Facilities shall promote a program of safety for the campus. The program shall include regular fire drills, maintenance, and operation of an adequate alarm system.

Prevention of accidents to employees is an assigned responsibility for all levels of management on a line basis, applying to department heads and supervisors, for whom they are accountable.

C. Every employee shall require that equipment and machinery under his supervision are operated in accordance with safety rules, that they are equipped with proper safety devices, and that all students and employees who use such machinery and equipment understand and employ appropriate safety measures.

The District shall implement the following to ensure the safety of employees and students on District sites:

• Establish an Injury and Illness Prevention Program in compliance with applicable OSHA regulations and state law. The Program shall promote an active and aggressive plan to reduce and/or control safety and health risks.

• Establish a Hazardous Material Communications Program, which shall include review of all chemicals or materials received by the District for hazardous properties, instruction for employees and students on the safe handling of such materials, and proper disposal methods for hazardous materials.

• Prohibit the use of tobacco in all public buildings and our campus property, except as noted in BP 3900 - Smoking/Tobacco Usage In and On Campus Facilities.
BP 725 6850  Report of Hazardous Conditions

A. All District personnel will report dangerous or hazardous conditions of buildings, grounds or equipment to the Business Facilities Office.

B. Such reports will be acted upon promptly to initiate repairs, replacement or otherwise correct the condition.
**AGENDA**

**CATEGORY** GENERAL

**ITEM/TITLE** Approval of the University Center Educational Program Agreement Between the Santa Clarita Community College District and University Center Partners

**ACTION/CONSENT**

**INFORMATION**

**DISCUSSION**

---

**BACKGROUND / ANALYSIS:**

In January 2002, College of the Canyons opened the Interim University Center to provide access to bachelor’s, master’s, doctoral, and advanced certificate programs in Santa Clarita. By bringing these university programs to the Valencia Campus, the University Center removes barriers, such as child care, work schedules, and commute times. In Fall 2009, the permanent Center, the Dr. Dianne G. Van Hook University Center, will open. The Educational Program Agreements enable partners to offer degree programs and advanced training programs in the University Center. The following is a list of partners and degree programs presented for approval:

**California State University, Bakersfield**
- B.A. Liberal Studies
- B.A. Communication
- B.A. English
- B.A. Economics with an emphasis in Marketing
- B.S. Environmental Resource Management
- M.A. Education, Curriculum and Instruction
- M.A. Education, Reading/Literacy
- Single Subject Teaching Credential
- Multiple Subject Teaching Credential
- Professional Clear Teaching Credential
- Reading Certificate

(Continued)

These Agreements are for a five-year term from July 1, 2009 through June 30, 2014. A copy of the template agreement has been distributed under separate cover and the individual contracts are available upon request from the Office of Institutional Development and Technology.

**FISCAL IMPLICATIONS:**

Projected revenue from these Agreements to College of the Canyons is $214,000 for FY 2009/10.

**RECOMMENDATIONS:**

Move Approval of the University Center Educational Program Agreement Between the Santa Clarita Community College District and University Center Partners.

Submitted by: Cathy Ritz

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

Chancellor

Recommended by: Dr. Barry Griibbons
Background/Analysis (cont'd):

California State University, Northridge
- M.P.A. Public Administration

University College of Chapman University
- B.A. Psychology
- B.A. Social Science
- B.A. Criminal Justice
- B.A. Computer Information Systems
- B.A. Legal Studies
- B.A. Applied Studies
- M.A. Psychology with an emphasis in Marriage & Family Therapy

University of LaVerne
- B.A. Business Administration
- B.S. Child Development
- B.A. Accounting
- B.S. Organizational Management
- M.B.A. Business Administration
- M.Ed. Educational Management
- M.S. Educational Counseling
- M.S. Leadership and Management
- M.Ed. Special Education
- M.Ed. Education – Advanced Teaching
- Preliminary Administrative Services Credential
- Pupil Personnel Services Credential
- Mild/Moderate Education Specialist Credential Level I and Level II
- Ed.D Organizational Leadership

National University
- B.S. Nursing.
<table>
<thead>
<tr>
<th>AGENDA CATEGORY</th>
<th>GENERAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM/TITLE</td>
<td>Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items</td>
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</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: